

# **EXHIBIT 37**



**American Express® Traditional Gold Card**

**JOHN J DUNCAN**  
Closing Date 11/21/14 Next Closing Date 12/23/14

Account Ending [REDACTED]

<b>New Balance</b>	<b>\$3,177.44</b>
<b>Please Pay By</b>	<b>12/07/14†</b>

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

**Membership Rewards® Points**  
Available and Pending as of 10/31/14  
**138,245**  
For up to date point balance and full program details, visit [membershiprewards.com](http://membershiprewards.com)

**Account Summary**

Previous Balance	\$6,987.15
Payments/Credits	-\$6,987.15
New Charges	+\$3,177.44
Fees	+\$0.00
<b>New Balance</b>	<b>\$3,177.44</b>

Days in Billing Period: 29

- See page 2 for important information about your account.
- See Page 7 for Important Changes to Your Account Terms
- See Page 9 for Important Changes to Your Agreement for Transferring Funds Electronically

**Customer Care**

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

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

**DUNCAN FOR CONGRESS**  
P O BOX 2646  
KNOXVILLE, TN 37901-3560

DATE 12/18/14

PAY TO THE ORDER OF American Express \$ 3,177.44

Three Thousand One Hundred Seventy-seven & 44/100 DOLLARS

FOR 11/21/14 Statement

BB&T BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com

87-816/842

↓ 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.

RO3NSER1 32514  
000025215  
(000)

AB 02 016113 15756 B 117 A

**JOHN J DUNCAN**  
PO BOX 2646  
KNOXVILLE TN 37901-2646

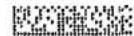
**Please Pay By**  
**12/07/14**

**Amount Due**  
**\$3,177.44**

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

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JOHN J DUNCAN  
Closing Date 11/21/14

Account Ending [REDACTED]

**Payments and Credits**

**Summary**

	Total
Payments	-\$6,987.15
Credits	\$0.00
<b>Total Payments and Credits</b>	<b>-\$6,987.15</b>

**Detail** \*Indicates posting date

Payments	Amount
11/13/14* JOHN J DUNCAN PAYMENT RECEIVED - THANK YOU	-\$6,987.15

**New Charges**

**Summary**

	Total
JOHN J DUNCAN [REDACTED]	\$2,077.22
JOHN J DUNCAN JR [REDACTED]	\$1,100.22
<b>Total New Charges</b>	<b>\$3,177.44</b>

**Detail**



JOHN J DUNCAN  
Card Ending [REDACTED]

	Amount
10/24/14 DEAD END BBQ - 2 542MARYVILLE TN 8652029973 TIP \$7.00	\$51.28
10/25/14 CALHOUN'S 105 KNOXVILLE TN RESTAURANT FOOD/BEVERAGE \$166.33 TIP \$25.00	\$191.33
10/25/14 GREENBRIER HOTEL 000WHITE SULPHUR S WV Arrival Date 10/25/14 Departure Date 12/17/14 00000000 LODGING CARDEPOSIT	\$223.00
10/27/14 AUBREYS KNOXVILLE TN 8655881111	\$88.55
10/28/14 CHUY'S KNOXVILLE 000KNOXVILLE TN 2145592489 Description RESTAURANT CHARGES	\$49.16
10/30/14 BURLINGTON COAT FACTKNOXVILLE TN 8656946021	\$43.69
10/30/14 GLASS BAZAAR 865-584-9072 865-584-9072	\$102.70
10/31/14 OLD TOWN GRILL - TAZ423-526-5766 USFC37879	\$40.33

Continued on reverse



etail Continued

				Amount
03/14	CRACKER BARREL #75 F	KNOXVILLE TN		\$29.00
	8003339566			
	Description			
	RESTAURANT CHARGES			
04/14	CHESAPEAKE'S 103	KNOXVILLE TN		\$370.00
	RESTAURANT			
	FOOD/BEVERAGE	\$321.30		
	TIP	\$48.70		
06/14	CHEDDARS CASUAL CAFE	ALCOA TN		\$39.00
	859-269-1966			
06/14	CRACKER BARREL #16	KNOXVILLE TN		\$25.37
	8003339566			
	Description			
	RESTAURANT CHARGES			
08/14	BABIES 'R' US	KNOXVILLE TN		\$100.00
	CHILDREN'S CLOTHING			
08/14	THE UPS STORE 2381	KNOXVILLE TN		\$22.99
	OFFICE SUPPLY STORE			
08/14	WEISS BABY	865-671-4242		\$68.77
	865-671-4242			
09/14	EL PARAISO MEXIC	EL BEAN STATION TN		\$27.00
	8659930369			
	TIP	\$3.59		
12/14	LITTONS MARKET AND	RKNOXVILLE TN		\$41.60
	RESTAURANT			
13/14	FREEDOMPAY	NEWTOWN SQUAR PA		\$31.80
	888-495-0222			
	Description			
	BUSINESS SERVICES			
13/14	DOWN HOME RESTAURAN	TRUTLEDGE TN		\$18.96
	RESTAURANT			
	FOOD	\$18.96		
14/14	INGLES MARKETS #91	OKNOXVILLE TN		\$239.80
	8659664360			
15/14	COX & WRIGHT GROCERY	RUTLEDGE TN		\$9.47
	8658283883			
16/14	CALHOUN'S 107	KNOXVILLE TN		\$263.42
	RESTAURANT			
	FOOD/BEVERAGE	\$235.92		
	TIP	\$27.50		



JOHN J DUNCAN JR

Card Ending [REDACTED]

				Amount
1/23/14	PREMIER PARKING TENN	NASHVILLE TN		\$9.00
	615-238-2250			
1/25/14	THE SUNSPOT	KNOXVILLE TN		\$48.25
	RESTAURANT			
	FOOD/BEVERAGE	\$41.25		
	TIP	\$7.00		



JOHN J DUNCAN  
Closing Date 11/21/14

Account Ending [REDACTED]

Detail Continued

				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 KNOXVILLE TN 8003339566 Description RESTAURANT CHARGES			\$13.12
11/01/14	WEIGELS #57 KNOXVILLE TN 865-938-2042 Description GAS/SERVICES			\$41.97
11/03/14	PILOT CORP 221 00221KNOXVILLE TN GAS STATION			\$65.68
11/04/14	BOBS LIQUOR & WINE 8KNOXVILLE TN LIQUOR STORE		<i>Election Night</i>	\$57.45
11/04/14	WAL-MART SUPERCENTERKNOXVILLE TN DISCOUNT STORE		<i>11</i>	\$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 00KNOXVILLE 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
<b>Total Fees for this Period</b>	<b>\$0.00</b>

014 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>
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 Over Time Features:  
(v) indicates variable rate

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



JOHN J DUNCAN  
Closing Date 11/21/14

Account Ending [REDACTED]

### 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 Detail 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 <b>\$38</b> . 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 <b>\$38</b> or <b>2.99%</b> of the past due amount, whichever is greater.
Returned Payment Fee	Up to <b>\$38</b> .

#### Summary of Other Changes

<b>Late Payment Fee Assessment Date</b>	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. 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.
<b>Determining the Prime Rate</b>	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

## 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	
	<p><u>Accounts without a Pay Over Time Feature or Balance:</u> 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.</p> <ul style="list-style-type: none"> <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, your late fee will be \$38 or 2.99% of the past due amount, whichever is greater.</li> <li>Your late fee will never exceed the Amount Due.</li> </ul> <p><u>Accounts with a Pay Over Time Feature or Balance:</u> Up to \$38.</p> <ul style="list-style-type: none"> <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> <li>If you do this again within 6 billing periods, your late fee is \$38 instead.</li> <li>Your late fee will never exceed the Minimum Payment Due.</li> <li>Paying late may also result in a Penalty APR. See <i>Penalty APR for new transactions</i> and <i>Penalty APR for existing balances</i> 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 <i>Penalty APR for new transactions</i> above.

### About your payments

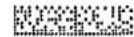
Effective December 1, 2014, the *When you must pay* section of *About your payments* in Part 2 of the Cardmember Agreement is amended by inserting the following sentence after the last sentence:

"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*."



JOHN J DUNCAN  
Closing Date 11/21/14

Account Ending [REDACTED]

### 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	
<b>Limits on amounts and frequency of withdrawals</b>	We are clarifying that you can only make 7 withdrawals in a single day, regardless of the dollar amount of the withdrawals.
<b>Express Cash activity</b>	We are clarifying that your Express Cash activity will be shown on your card account statement.
<b>In case of errors or questions</b>	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*



## 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 (PIN). 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.

S16N4

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 Express <sup>®</sup>	\$3,000 in a 30-day period
Zync Card <sup>®</sup>	\$3,000 in a 30-day period
Green Card	\$3,000 in a 30-day period
Gold Card	\$8,500 in a 30-day period
Platinum Card <sup>®</sup>	\$10,000 in a 30-day period
Centurion <sup>®</sup> Card	\$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 1-800-227-4669 or 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

BP/EFTCCRG/1114



JOHN J DUNCAN  
Closing Date 11/21/14

Account Ending [REDACTED]

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-day period 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.

**Assignment**

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

**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:**

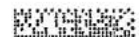
If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

**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.





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



Prepared for JOHN J DUNCAN

Account Number [REDACTED]

**Total Points Balance** **138,245**

**Points Earned this Period** **6,947**

**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
<b>Total Points Balance</b>	<b>138,245</b>

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

**Questions About Your Account?**

[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** 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-XXXX [REDACTED]	4,898	0	4,898
Add'l Traditional Gold XXXX-XXXX [REDACTED]	2,049	0	2,049
<b>Total</b>	<b>6,947</b>	<b>0</b>	<b>6,947</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  
**JOHN J DUNCAN**  
Membership Rewards® Account Number  
[REDACTED]

MEMBERSHIP

p. 14/14

# **EXHIBIT 38**





**American Express® Traditional Gold Card**

JOHN J DUNCAN  
Closing Date 12/23/14 Next Closing Date 01/23/15

Account Ending [REDACTED]

**New Balance** **\$22,285.27**  
Includes the past due amount of \$2,979.44

**Please Pay By** **01/07/15‡**

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

**Membership Rewards® Points**  
Available and Pending as of 11/30/14  
**141,422**

For up to date point balance and full program details, visit [membershiprewards.com](http://membershiprewards.com)

**Account Summary**

Previous Balance	\$3,177.44
Payments/Credits	-\$198.00
New Charges	+\$19,305.83
Fees	+\$0.00
<b>New Balance</b>	<b>\$22,285.27</b>

Days in Billing Period: 32

See page 2 for important information about your account.

Your account is past due.

Your membership will be renewed next month. Please refer to the

**Customer Care**

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

**DUNCAN FOR CONGRESS**  
P O BOX 2646  
KNOXVILLE, TN 37901-3560

DATE 1/16/15

PAY TO THE ORDER OF American Express \$ 19,395.83

Nineteen Thousand Three Hundred Five and 83/100 DOLLARS

FOR Acct 12/23/14

BB&T BRANCH BANKING AND TRUST COMPANY  
1-800-BANKBBT BBT.com

87-816/642

Security Features Details on Back

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

ROHSERT 35714 (12)  
000025284 (000)

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

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

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

Account Ending [REDACTED]

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

AB 01 017354 33722 B 80 B

JOHN J DUNCAN  
PO BOX 2646  
KNOXVILLE TN 37901-2646

Please Pay By  
**01/07/15**

Amount Due  
**\$22,285.27**

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





**American Express® Traditional Gold Card**

**JOHN J DUNCAN**  
Closing Date 12/23/14 Next Closing Date 01/23/15

Account Ending [REDACTED]

**New Balance** **\$22,285.27**

Includes the past due amount of \$2,979.44

**Please Pay By** **01/07/15†**

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

**Membership Rewards® Points**

Available and Pending as of 11/30/14

**141,422**

For up to date point balance and full program details, visit [membershiprewards.com](http://membershiprewards.com)

**Account Summary**

Previous Balance	\$3,177.44
Payments/Credits	-\$198.00
New Charges	+\$19,305.83
Fees	+\$0.00

**New Balance** **\$22,285.27**

Days in Billing Period: 32

**Customer Care**

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

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

See page 2 for additional information.

See page 2 for important information about your account.

Your account is past due.

Your membership will be renewed next month. Please refer to the Renewal Notice on **Page 6**.

**Reminder:** Starting with your next billing statement, if you do not make the required payment by the Next Closing Date shown on the statement, you will be charged a late fee.

**MEMBERSHIP rewards** Because your payment was received late, you may have forfeited Membership Rewards® points. Please visit our website at [www.membershiprewards.com/terms](http://www.membershiprewards.com/terms) or call **1-800-AXP-EARN (297-3276)** for more information or to reinstate points. There is a \$35.00 fee for each month of points you want to reinstate.

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

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

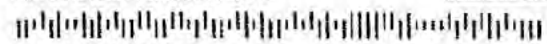
**Pay by Computer**  
[americanexpress.com/pbc](http://americanexpress.com/pbc)

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

**Account Ending** [REDACTED]

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

AB 01 017354 33722 B 80 B

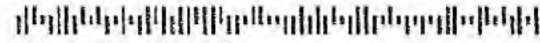


**JOHN J DUNCAN**  
PO BOX 2646  
KNOXVILLE TN 37901-2646

Please Pay By  
**01/07/15**

Amount Due  
**\$22,285.27**

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 method 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.*

**Charging 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.



**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**

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

[Grid for Street Address]

City, State

[Grid for City, State]

Zip Code

[Grid for Zip Code]

Area Code and Home Phone

[Grid for Area Code and Home Phone]

Area Code and Work Phone

[Grid for Area Code and Work Phone]

Email

[Grid for 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 12/23/14

Account Ending [REDACTED]

**Payments and Credits**

**Summary**

	Total
<b>Payments</b>	\$0.00
<b>Credits</b>	
JOHN J DUNCAN [REDACTED]	-\$198.00
<b>Total Payments and Credits</b>	<b>-\$198.00</b>

**Detail**

	Amount
11/22/14 JOHN J DUNCAN GREENBRIER HOTEL 000WHITE SULPHUR S WV	-\$198.00
Arrival Date 11/22/14 Departure Date 12/17/14	
00000000	
LODGING	
CARDEPOSIT	

**New Charges**

**Summary**

	Total
JOHN J DUNCAN [REDACTED]	\$18,608.51
JOHN J DUNCAN JR [REDACTED]	\$697.32
<b>Total New Charges</b>	<b>\$19,305.83</b>

**Detail**



JOHN J DUNCAN  
Card Ending [REDACTED]

	Amount
11/21/14 MCALISTER'S #1156 00KNOXVILLE TN	\$43.73
865-769-5001 Description FAST FOOD RESTAURAN	
11/24/14 AUBREYS RESTAURANT KNOXVILLE TN	\$103.00
8656712233	
11/25/14 S&S CAFETERIA #34 02KNOXVILLE TN	\$15.51
865-584-5191 Description FAST FOOD RESTAURAN	
11/26/14 WASABI0041 KNOXVILLE TN	\$43.41
865-678-0201 Description FOOD/BEVERAGE	
12/01/14 WAL-MART SUPERCENTERKNOXVILLE TN	\$65.35
DISCOUNT STORE	
12/01/14 PEI WEI #0204 QKNOXVILLE TN	\$14.17
480-888-3336 Description FAST FOOD RESTAURAN	

**Detail Continued**

				Amount
02/14	LITTONS DIRECT TO YOKNOXVILLE 8656880429 Description BAKERIES	TN		\$284.05
			Price \$284.05	
02/14	FREEDOMPAY NEWTOWN SQUAR 888-495-0222 Description BUSINESS SERVICES	PA		\$47.55
02/14	WASABI JAPANESE STEAKNOXVILLE 865-584-4898 FOOD TIP	TN	\$62.16 \$10.00	\$72.16
03/14	PAPA JOHN'S #00068 KNOXVILLE FAST FOOD RESTAURANT	TN		\$33.29
04/14	INGLES MARKETS #91 0KNOXVILLE 8659664360	TN		\$377.70
05/14	BUDDY'S BBQ OFFICE KNOXVILLE FAST FOOD RESTAURANT	TN		\$249.94
05/14	COSTCO WHSE #1116 00FARRAGUT 9999999999	TN		\$155.93
07/14	BLAZE PIZZA KNOXVI 5KNOXVILLE 8653351879 FOOD/BEVERAGE	TN	\$94.56	\$94.56
09/14	LITTONS DIRECT TO YOKNOXVILLE 8656880429 Description BAKERIES	TN		\$3,025.57
			Price \$3,025.57	
11/14	LITTONS DIRECT TO YOKNOXVILLE 8656880429 Description BAKERIES	TN		\$122.37
			Price \$122.37	
13/14	CINCO AMIGOS 865-986-6699 USFC37771			\$38.85
15/14	APPLEBEE'S #408 0000304-425-3546 740 24740 FOOD/BEVERAGE			\$22.67
16/14	GREENBRIER HOTEL 000WHITE SULPHURS Arrival Date 12/14/14 00000000 LODGING	WV	Departure Date 12/16/14	\$347.40
17/14	WALGREENS #7760 0000KNOXVILLE 8002892273 Description REFER TO RECEIPT	TN		\$278.43
17/14	GREENBRIER HOTEL 000WHITE SULPHURS Arrival Date 12/14/14 00000000 LODGING	WV	Departure Date 12/17/14	\$12,638.60
18/14	YE OLDE STEAK HOUSE KNOXVILLE 865-577-9328	TN		\$495.27





**American Express® Traditional Gold Card**




**JOHN J DUNCAN**  
Closing Date 12/23/14

Account Ending XXXXXXXXXX

**Detail Continued**

			Amount
12/19/14	CRACKER BARREL #149 DENTON TX 8003339566 Description RESTAURANT CHARGES		\$39.00

 **JOHN J DUNCAN JR**  
Card Ending XXXXXXXXXX

			Amount
11/22/14	MSFT *OFFICE 0000 OFFICE.COM WA 800-642-7676 Description COMPUTER DATA PROCE		\$10.91
11/26/14	THE EGG & I BEARDEN KNOXVILLE TN 303-768-8883 Description EATING PLACES, REST		\$25.85
11/28/14	CONNORS STEAKHOUSE 5KNOXVILLE TN 8659660933 TIP	\$8.00	\$46.34
12/02/14	STAPLES 00747 (800)333-3330 00747000206010 37922 DAB N SEAL ENV MOISTENER 2PK AVY 1X 2 5/8 CLR LSR LBL 10SH SPLS 6FT USB 2.0CABLE		\$42.57
12/02/14	OFFICE DEPOT 000037 KNOXVILLE TN RETAIL 37919		\$142.68
12/04/14	AUBREYS KNOXVILLE TN 8655881111		\$49.97
12/12/14	NEWK'S CEDAR BLUFF NKNOXVILLE TN 9261 KINGSTON PIKE KNOXV FOOD/BEVERAGE	\$20.43	\$20.43
12/18/14	AT&T*BILL PAYMENT 95DALLAS TX 800-331-0500 Description TELEPHONE SERVICE/E		\$347.66
12/22/14	MSFT *OFFICE 0000 OFFICE.COM WA 800-642-7676 Description COMPUTER DATA PROCE		\$10.91

**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

**Renewal Notice**

Your Account renews next month. The following terms will be in effect when your Account renews, unless we tell you otherwise. Please refer to Page 2 for more information about your Account, including How We Calculate Your Balance, Paying Interest, and Foreign Currency Charges.

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

**Payment Information:** All charges made on this charge card, that are not included in a Pay Over Time balance, are due and payable when you receive your periodic statement.

**Annual Membership Fee:** The annual membership fee for your Account is \$85.00. When you receive the statement in which the annual fee is billed, you can avoid paying the annual fee by calling the Customer Care phone number on Page 2 to cancel your Account.

**APR Information:** The Annual Percentage Rates (APRs) for each billing period may vary based on the Prime Rate. We use the Prime Rate published in *The Wall Street Journal* 2 days before the Closing Date of the billing period. *The Wall Street Journal* may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published.

The Penalty APR will apply to a Feature if you make a late payment or a payment that is returned. If the Penalty APR is applied for either of these reasons, it will apply for at least 6 months. We will review your Account every 6 months after the Penalty APR is applied. The Penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.

You may have access to one or more Pay Over Time Features on your Account. The following APRs apply to the Features noted as of the Closing Date of this statement. (v) indicates variable rate.

**Select & Pay Later**

Rate Description	Transactions Dated		Prime + Margin	APR
	From	To		
STANDARD	09/23/2011		Prime + 14.99%	18.24% (v)
PENALTY	09/23/2011		Prime + 23.99%	27.24% (v)



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



Prepared for JOHN J DUNCAN

Account Number [REDACTED]

**Total Points Balance** **141,422**

**Points Earned this Period** **3,177**

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

Opening Points Balance	138,245
Points Earned this Period	+3,177
Points Used this Period	0
Reinstated Points and Adjustments	0
<b>Total Points Balance</b>	<b>141,422</b>

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

**Questions About Your Account?**

[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**

November 1, 2014 - November 30, 2014

Points Earned this Period	Points Activity On Eligible Charges	Bonus Points Awarded	Total Points Activity Per Card
Traditional Gold XXXX-XXXX [REDACTED]	2,077	0	2,077
Add'l Traditional Gold XXXX-XXXX [REDACTED]	1,100	0	1,100
<b>Total</b>	<b>3,177</b>	<b>0</b>	<b>3,177</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  
**JOHN J DUNCAN**  
Membership Rewards® Account Number  
[REDACTED]

DUPLICATE

p. 8/8

# **EXHIBIT 39**





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


Prepared for JOHN J DUNCAN

Account Number [REDACTED]

**Questions About Your Account?**

**Total Points Balance** **198,889**

**Points Earned this Period** **6,606**

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

1-800-AXP-EARN (297-3276)  
International Collect: 1-336-393-1111

**Account Summary** November 1, 2016 - November 30, 2016

Opening Points Balance	192,283
Points Earned this Period	46,606
Points Used this Period	0
Reinstated Points and Adjustments	0
<b>Total Points Balance</b>	<b>198,889</b>

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

**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** November 1, 2016 - November 30, 2016

Points Earned this Period	Points Activity On Eligible Charges	Bonus Points Awarded	Total Points Activity Per Card
Traditional Gold XXXX-XXXX [REDACTED]	1,163	0	1,163
Add'l Traditional Gold XXXX-XXXX [REDACTED]	5,443	0	5,443
<b>Total</b>	<b>6,606</b>	<b>0</b>	<b>6,606</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 1-336-393-1111.

**DUPLICATE COPY**

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



**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 2.70% 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>
	<b>International Collect</b>	1-336-393-1111	TTY: 1-800-221-9950
	<b>Large Print &amp; Braille Statements</b>	1-800-528-4800	FAX: 1-800-695-9090
	<b>Lost or Stolen Card</b>	1-800-992-3404	In NY: 1-800-522-1897
	<b>Express Cash</b>	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 75265-
79998-1535	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 01/23/17

Account Ending [REDACTED]

**Payments and Credits**

**Summary**

	Total
Payments	-\$5,272.46
Credits	\$0.00
<b>Total Payments and Credits</b>	<b>-\$5,272.46</b>

**Detail** \*Indicates posting date

Payments	Amount
01/11/17* JOHN J DUNCAN PAYMENT RECEIVED - THANK YOU	-\$5,272.46

**New Charges**

**Summary**

	Total
JOHN J DUNCAN [REDACTED]	\$3,232.31
JOHN J DUNCAN JR [REDACTED]	\$610.43
<b>Total New Charges</b>	<b>\$3,842.74</b>

**Detail**

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

	Amount
12/23/16 FIREHOUSE SUBS KNOXVILLE TN \$54.62 8655312303 FOOD/BEVERAGE \$54.62	\$54.62
01/04/17 SOGO 5650 BUFFALO NY \$55.70 00656601 0000614221 SOGO	\$55.70
01/11/17 DD/BR #335717 Q35 ALEXANDRIA VA \$234.97 508-768-6200	\$234.97
01/11/17 JIMMY JOHNS - 2071 - E 000000001 WASHINGTON DC \$643.40 9175863388 Description REFER TO RECEIPT	\$643.40
01/15/17 DOLLAR TREE 000004081 WASHINGTON DC \$133.21 8775308733 VARIETY STORES	\$133.21
01/16/17 ALDI 71065 06246010065 000000000299648 ALEXANDRIA VA \$120.10 9999999999	\$120.10
01/18/17 HARRIS TEETER WASHINGTON DC \$119.22 8004326111 GROCERY STORES	\$119.22
01/19/17 SOGO 5650 BUFFALO NY \$29.85 00341207 0000314221 SOGO	\$29.85
01/19/17 PRIME RIB - DC 000000001 WASHINGTON DC \$1,050.00 2024668811 Description REFER TO RECEIPT	\$1,050.00
01/20/17 CHICK-FIL-A #03400 000000000308122 WASHINGTON DC \$510.40 2029863290	\$510.40

Continued on reverse

**Detail Continued**

				Amount
01/21/17	AMAZON.COM MERCHANDISE	AMZN.COM/BILL	WA	\$50.84
01/21/17	RT S RESTAURANT 703-684-6010	ALEXANDRIA	VA	\$150.00
01/21/17	IHOP 578 RESTAURANT	ALEXANDRIA	VA	\$80.00

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

				Amount
12/23/16	MICROSOFT *OFFICE 365 0000 Z10GV2X0EXB4 37901 2X0EXB4 Z10GV2X0EXB	800-642-7676	WA	\$10.91
12/28/16	DRAKE'S KNOXVILLE 0021 865-474-1188 Description FOOD/BEVERAGE	KNOXVILLE	TN	\$65.90
01/03/17	PEROS ON THE HILL 084870017927765 PEROSONTHEHILL@HOTMAIL.CO	KNOXVILLE	TN	\$20.27
01/05/17	AUBREY'S 8655881111	KNOXVILLE	TN	\$76.46
01/11/17	AUBREY'S 8655881111	KNOXVILLE	TN	\$60.26
01/12/17	EL CHARRO #2 MEXICN RST (865) 693-9660 TIP	KNOXVILLE	TN	\$29.53
		\$5.00		
01/13/17	PEROS ON THE HILL 084870017927765 PEROSONTHEHILL@HOTMAIL.CO	KNOXVILLE	TN	\$30.19
01/14/17	AT&T RECURR BILL PAYMENT 800-331-0500 Description TELECOMMUNICATIONS	DALLAS	TX	\$306.00
01/22/17	MICROSOFT *OFFICE 365 0000 Z10CWY7546AI 37901 Y7546AI Z10CWY7546A	800-642-7676	WA	\$10.91

**Fees**

			Amount
01/23/17	JOHN J DUNCAN	ANNUAL MEMBERSHIP FEE Use Membership Rewards® Points toward your annual membership fee. Visit <a href="http://www.membershiprewards.com/cardfees">www.membershiprewards.com/cardfees</a> to learn more.	\$95.00
<b>Total Fees for this Period</b>			<b>\$95.00</b>

**2017 Fees and Interest Totals Year-to-Date**

		Amount
Total Fees in 2017		\$95.00
Total Interest in 2017		\$0.00

JOHN J DUNCAN  
Closing Date 01/23/17

Account Ending XXXXXXXXXX

**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		18.74% (v)	\$0.00	\$0.00
Promotional Select & Pay Later Rate Expires 02/20/2017 then will go to 18.74% (v)*	07/28/2016		0.00%	\$0.00	\$0.00
<b>Total</b>					<b>\$0.00</b>

(v) Variable Rate

\* The APR for this balance is a promotional rate and it will expire on the date shown. Any balance at a promotional interest rate that has not been paid in full by its expiration date will begin accruing interest at the 'go to' APR shown following the expiration date.

**Information on Pay Over Time Features**

**There is no pre-set spending limit on your Card**

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

**There is a limit to your Pay Over Time feature balance**

Your Pay Over Time limit is \$35,000.00. We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time limit. You must pay in full all charges that are not placed into a Pay Over Time balance by the Payment Due Date.





JOHN J DUNCAN  
Closing Date 01/23/17

Account Ending [REDACTED]

Rev. 9/2012

**FACTS** WHAT DOES AMERICAN EXPRESS DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• transaction history and account history</li> <li>• insurance claim history and credit history</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Express chooses to share; and whether you can limit this sharing.

Reasons we can share personal information	Does American Express share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No (but please see the "To limit direct marketing" box below for additional privacy choices)
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No (although we may share aggregated or de-identified data)	We don't share personal information

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Visit us online: <a href="http://www.americanexpress.com/communications">www.americanexpress.com/communications</a> or</li> <li>• Call us at 1-855-297-7748 - our menu will prompt you through your choices</li> </ul> <p><i>Please note:</i> If you are a <i>new</i> customer, we can begin sharing your personal information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your personal information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>To limit direct marketing</b>	<p>We provide additional privacy choices to customers. Privacy elections you make for any one product or service may not automatically be applied to other products and services. To let us know if you do not want us to use your personal information to communicate with you about offers by mail, telephone, and/or e-mail:</p> <ul style="list-style-type: none"> <li>• Visit us online: <a href="http://www.americanexpress.com/communications">www.americanexpress.com/communications</a> or</li> <li>• Call us at 1-855-297-7748 (except for choices about e-mail communications)</li> </ul>
<b>Questions?</b>	Call 1-800-528-4800 or go to <a href="http://americanexpress.com/contact">americanexpress.com/contact</a> .