

EXHIBIT 40

Detail of Changes to the Membership Rewards Program Terms

This notice amends the Membership Rewards program Terms and Conditions (the "Terms and Conditions") as described below. We have the right to amend as described in the Terms and Conditions. Any provisions in the Terms conflicting with this change are replaced fully and completely. Provisions not changed by this notice remain in full force and effect.

Membership Rewards Program

Effective January 1, 2017, the *Forfeiting and Getting Points Back* section of the Terms and Conditions is amended by adding the following additional section after the "4. For Cancelling Your Account":

5. Negative Point Balance

In certain circumstances (for example, if points you received for a purchase are reversed because you returned that purchase and your point balance is insufficient to cover the reversal; or, if we determine that you are ineligible for an additional points incentive award that you received and your point balance is insufficient to cover the reversal of the incentive award) your point balance can be negative. If this happens, any points you receive thereafter will be applied first to the negative balance, and you will not have points available for redemption until your point balance becomes positive.

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

Prepared for JOHN J DUNCAN

Account Number [REDACTED]

Questions About Your Account?

Total Points Balance **188,657**

Points Earned this Period **2,644**

 membershiprewards.com

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

Account Summary September 1, 2016 - September 30, 2016

Opening Points Balance	186,013
Points Earned this Period	+2,644
Points Used this Period	0
Reinstated Points and Adjustments	0
Total Points Balance	188,657

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.

Points Transaction Detail September 1, 2016 - September 30, 2016

Points Earned this Period	Points Activity On Eligible Charges	Bonus Points Awarded	Total Points Activity Per Card
Traditional Gold XXXX-XXXX [REDACTED]	1,537	0	1,537
Add'l Traditional Gold XXXX-XXXX [REDACTED]	1,107	0	1,107
Total	2,644	0	2,644

Membership Rewards points earned may be transferred or redeemed as long as all enrolled Card accounts are in good standing. Points transferred or redeemed cannot be reversed back into the program. **Forfeited points can be reinstated for a fee by calling the number provided below or visiting membershiprewards.com.** Terms and Conditions of the Membership Rewards® program apply. For more information, visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276). From overseas, call collect 1-336-393-1111.

DUPLICATE COPY

p. 16/17

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

JOHN J DUNCAN
Closing Date 10/23/16

Account Ending [REDACTED]

**American Express®
Cards Warmly
Welcomed**

PARKSAVERS

Visit Parksavers.com to help save on your theme park vacations! Parksavers is the place to shop for tickets & hotels. Visit us today for more details.

SHIPT

Get fresh groceries delivered from local grocery stores through the Shipt app and community of reliable shoppers. Visit Shipt.com to get started.

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

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.

JOHN J DUNCAN
Closing Date 11/22/16 Next Closing Date 12/23/16

Account Ending [REDACTED]

New Balance **\$6,606.44**

Please Pay By **12/07/16[‡]**

[‡] Payment is due upon receipt. We suggest you pay by the Please Pay By date. You may have to pay a late fee if your payment is not received by the Next Closing Date.

Membership Rewards® Points

Available and Pending as of 10/31/16
192,283
For up to date point balance and full program details, visit membershiprewards.com

Account Summary

Previous Balance \$3,665.96
Payments/Credits -\$3,665.96
New Charges +\$6,606.44
Fees +\$0.00


New Balance **\$6,606.44**


Days in Billing Period: 30

Customer Care

 **Pay by Computer**
americanexpress.com/pbc

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

 See Page 2 for additional information.

 See page 2 for Important information about your account.


 See page 7 for Important Changes to Your Account Terms.

2X REWARDS WHEN YOU SHOP SMALL®


Find out how you can earn **2X rewards** when you Shop Small with an enrolled American Express® Card this holiday season. Learn more and enroll in this offer at americanexpress.com/shopsmalloffer1. You will not earn 2X rewards on any bonus you already enjoy with your Card, such as when you spend on certain types of purchases or at certain merchants. Reward cap and other terms apply.



↓ 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

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

Account Ending [REDACTED]

Enter 15 digit account # on all payments.
Make check payable to American Express.

JOHN J DUNCAN
PO BOX 2646
KNOXVILLE TN 37901-2646

Please Pay By
12/07/16
Amount Due
\$6,606.44

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

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.

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

	Website: americanexpress.com	
	Mobile Site: amexmobile.com	
Customer Care & Billing Inquiries	Payments	
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
- 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 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.

JOHN J DUNCAN
Closing Date 11/22/16

Account Ending [REDACTED]

Payments and Credits

Summary

	Total
Payments	-\$3,665.96
Credits	\$0.00
Total Payments and Credits	-\$3,665.96

Detail *Indicates posting date

Payments	Amount
11/10/16* JOHN J DUNCAN PAYMENT RECEIVED - THANK YOU	-\$3,665.96

New Charges

Summary

	Total
JOHN J DUNCAN [REDACTED]	\$1,163.31
JOHN J DUNCAN JR [REDACTED]	\$5,443.13
Total New Charges	\$6,606.44

Detail

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

	Amount
10/25/16 CHEDDAR'S CASUAL CAFE KNOXVILLE TN \$60.00 8592691966 Description REFER TO RECEIPT	\$60.00
10/25/16 THE CHOP HOUSE KNOXVILLE TN \$740.00 865-531-2467	\$740.00
10/31/16 WAL-MART SUPERCENTER 685 0685 MORRISTOWN TN \$53.24 DISCOUNT STORE	\$53.24
10/31/16 CHESAPEAKE'S 103 KNOXVILLE TN \$41.00 RESTAURANT FOOD/BEVERAGE \$35.72 TIP \$5.28	\$41.00
11/04/16 COURTYARD GRILL ALCOA TN \$57.19 RESTAURANT FOOD/BEVERAGE \$49.19 TIP \$8.00	\$57.19
11/07/16 OLD TOWN GRILL- TAZEWELL 0848700178949 TAZEWELL TN \$40.22 OTGOFFICE@YAHOO.COM	\$40.22
11/10/16 #36 BRAVO KNOXVILLE KNOXVILLE TN \$171.66 RESTAURANT FOOD/BEVERAGE \$151.66 TIP \$20.00	\$171.66

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

	Amount
10/26/16 AUBREY'S KNOXVILLE TN \$39.87 8655881111	\$39.87
10/28/16 PEROS ON THE HILL 084870017927765 KNOXVILLE TN \$24.19 PEROSONTHEHILL@HOTMAIL.CO	\$24.19

Continued on reverse

Detail Continued

				Amount
11/02/16	AUBREY'S 8655881111	KNOXVILLE	TN	\$37.68
11/08/16	JIMMY JOHNS 4238943881 Description REFER TO RECEIPT	KNOXVILLE	TN	\$54.50
11/08/16	CHICK-FIL-A 8655880100	KNOXVILLE	TN	\$79.21
11/08/16	KROGER NASHVILLE 8659857960 GROCERY STORES	KNOXVILLE	TN	\$125.96
11/09/16	CROWNE PLAZA KNX DWNTN SH CROWNE PLAZA Arrival Date Departure Date 11/08/16 11/09/16 00000000 LODGING	KNOXVILLE	TN	\$151.25
11/09/16	AUBREY'S 8655881111	KNOXVILLE	TN	\$31.77
11/10/16	BEST WESTERN PENTAGON 0459 Arrival Date Departure Date 11/10/16 11/10/16 00000000 LODGING CARDEPOSIT	ARLINGTON	VA	\$881.08
11/10/16	BEST WESTERN PENTAGON 0459 Arrival Date Departure Date 11/10/16 11/10/16 00000000 LODGING CARDEPOSIT	ARLINGTON	VA	\$881.08
11/10/16	BEST WESTERN PENTAGON 0459 Arrival Date Departure Date 11/10/16 11/10/16 00000000 LODGING CARDEPOSIT	ARLINGTON	VA	\$881.08
11/10/16	BEST WESTERN PENTAGON 0459 Arrival Date Departure Date 11/10/16 11/10/16 00000000 LODGING CARDEPOSIT	ARLINGTON	VA	\$881.08
11/10/16	BEST WESTERN PENTAGON 0459 Arrival Date Departure Date 11/10/16 11/10/16 00000000 LODGING CARDEPOSIT	ARLINGTON	VA	\$881.08
11/11/16	PEROS ON THE HILL 084870017927765 PEROSONTHEHILL@HOTMAIL.CO	KNOXVILLE	TN	\$24.19
11/14/16	AT&T RECURR BILL PAYMENT 800-331-0500 Description TELECOMMUNICATIONS	DALLAS	TX	\$306.00
11/18/16	AUBREY'S 8655881111	KNOXVILLE	TN	\$118.33
11/19/16	CHILI'S 800-983-4637 Description FOOD/BEVERAGE	KNOXVILLE	TN	\$44.78

Continued on next page

JOHN J DUNCAN
Closing Date 11/22/16

Account Ending [REDACTED]

Fees

	Amount
Total Fees for this Period	\$0.00

2016 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2016	\$204.00
Total Interest in 2016	\$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		18.49% (v)	\$0.00	\$0.00
Promotional Select & Pay Later Rate Expires 02/20/2017 then will go to 18.49% (v)*	07/28/2016		0.00%	\$0.00	\$0.00
Total					\$0.00

(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 upon receipt of your billing statement.

JOHN J DUNCAN
Closing Date 11/22/16

Account Ending [REDACTED]

Notice of Important Change to Your Account Terms

We are making changes summarized below to your account terms, which are contained in the American Express Cardmember Agreement ("Agreement") governing your Account referenced in this notice. 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 this change, please call the number on the back of your Card. The detailed changes to your Cardmember Agreement can be found after the summary table.

Summary of Change	
When you must pay	As we notified you last month, effective January 1, 2017, you must pay no later than the Payment Due Date to avoid a late payment fee. Accordingly, we are removing the first sentence from the <i>When you must pay</i> section, which reads "Payment of the New Balance is due upon receipt of your statement."

Detail of Changes to Your Cardmember Agreement

This notice amends the Cardmember Agreement (the "Agreement") as described below. We have the right to amend as described in the Agreement. Any terms in the Agreement conflicting with this change are replaced fully and completely. Terms not changed by this notice remain in full force and effect.

About your payments

Effective January 1, 2017, the *When you must pay* section of *About your payments* in Part 2 of the Cardmember Agreement is deleted in its entirety and replaced with:

When you must pay	You must pay no later than the Payment Due Date to avoid a late payment fee. If a statement includes a Pay Over Time balance, it will show a Minimum Payment Due. In this case, you must pay at least the Minimum Payment Due by the Payment Due Date. Each statement also 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.	Each statement also shows a Closing Date. The Closing Date is the last day of the billing period covered by the statement. Each Closing Date is about 30 days after the previous statement's Closing Date.
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ID 12417

EXHIBIT 41

Thursday, January 19th

No Votes

Flight: JJD to depart Knoxville at 9:20am on AA flight #4061, arriving in DC at 10:52.
Conf. [REDACTED]

1:30 – JJD TO MEET THE UT BAND ON EAST CAPITOL STEPS FOR PHOTO-OP.
NOTE: no tours are allow this day – even with a Member present – per Sergeant At Arms.

2:00p JJD to meet Cindy Bryant's daughter in the office to give tickets.

FYI-5:00p RECEPTION: French Ambassador Gerard Araud, honoring the inauguration of President-elect Donald Trump.
LOCATION: 2221 Kalorama Rd, NW 20008
RSVP: [REDACTED] by Jan 13th.

FYI-5:00-7:00p RECEPTION: Presidential Inaugural reception in honor of the Greek Orthodox Archbishop of America, His Eminence Archbishop Demetrios.
NOTE: WH CoS Reince Priebus, WH Director of Advance George Gigicos and Congressman Gus Bilirakis will be recognized.
LOCATION: The Metropolitan Club, 1700 H St. NW, (Red Room)
RSVP: [REDACTED]
Coat and Tie required.

FYI-5:00-9:00p RECEPTION: Red Party Inauguration Celebration hosted by the Board of Governors of the Capitol Hill Club
LOCATION: 3rd floor, CHC
RSVP: Gena in Membership at [REDACTED] or [REDACTED]
NOTE: JJD & Bob have RSVP'd for self and guests. Tickets are non-transferable.

<1/19 SCHEDULE CONTINUED ON NEXT PAGE>

<1/19 SCHEDULE CONTINUED

FYI-5:30-9:30p **RECEPTION:** TN Republican Party and Gov. Haslam
***GOV. HASLAM WILL BE IN ATTENDANCE (not sure of his timing)**
LOCATION: Old Ebbitt Grill, Cabinet Room under "TN Rep. Party"
CONTACT: TNGOP Contact: Scott Golden [REDACTED]
[REDACTED]
Old Ebbitt Contact: Lucy Pear [REDACTED]
What: Open Bar, Hors d'oeuvres, No program/scheduled remarks
NOTE: Family is welcome WITH Member.

7:00p **JJD and family to have dinner at Prime Rib**
2020 K St NW, Washington, DC 20006
1/11 – reservations made -Per Lauren

FYI-7:00p **RECEPTION:** Meharry Medical College
LOCATION: The Mayflower Hotel, 1127 Connecticut Ave NW

FYI-TBD Inaugural Event: *Make American Great Again Welcome Concert*
National Mall (Outdoor event)
***Members receive (2) complimentary tickets – must register online.**
President-elect Trump and VP Pence will make an appearance.



Friday, January 20th
Inauguration of the 45th President of the United States

"The Member does not need a ticket to access the Platform, therefore a commemorative ticket will be delivered the week after the Inauguration."

Inauguration Day — Member Vehicle Placards — Travel to the Capitol

Your JCCIC ticket packet included two vehicle placards – a U.S. Capitol Police (USCP) placard and a U.S. Secret Service (USSS) placard. These placards will help you identify your vehicle as an "Official Congressional Vehicle" at USCP and/or USSS vehicle checkpoints on January 20. Please place both placards on your vehicle's dashboard in a highly visible position to facilitate identification at security checkpoints. Given the many street closures around the Capitol complex, please allow additional time to reach the Capitol the morning of January 20. We suggest you closely monitor local news reports and security announcements so that you have the most up to date information as you and your families make transportation plans

ROAD CLOSURES: http://www.clotureclub.com/2017/01/road-closures-and-more-important-maps-for-inauguration-2017/?w3tc_note=flush_all

Inaugural Ceremony – Member Attendance:

Members, Spouses, and designated guests arrive to the Capitol Complex at **8:00 a.m.** Members attending the ceremony **must gather in the House Chamber no later than 9:45 a.m.** on Inauguration Day. As one package, Members will immediately proceed by class from the House Chamber to the Inaugural platform. Finally, we ask that you leave briefcases, large purses, paperwork, and other personal items in your congressional office. Please note that television cameras (and microphones) will be "live" for your arrival on the Inauguration platform.

Inaugural Ceremony —Spouse or Designated Guest

Each Member is allotted one spouse seat in the Section 3 or 4 seating area which has special viewing area directly in front of the podium. If this ticket is not used by the Member's spouse, it may be used by a designated guest. Please be aware of the Section 3 or 4 Ticket that was already distributed to you by the JCCIC on Monday, January 9. You must register your guest through the link above to ensure a seat is available to him or her.

<1/20 SCHEDULE CONTINUED ON NEXT PAGE>

<1/20 SCHEDULE CONTINUED>

Holding Room for Spouses — H-324, The Capitol

Spouses of current Members of Congress planning to use this Section 3 or 4 ticket should gather in room H-324 of the Capitol (Members and Family Room) **no later than 9:30 a.m. with their Section 3 or 4 ticket in hand.** Please make your spouse aware that no personal items brought to the Holding Room may be left in H-324, so all such items should be left in the Member's personal office. To gain access to the Capitol, spouses should wear their official Member spouse pins and have their Section 3 or 4 ticket. Spouses will be escorted as a group from H-324 to their seats.

Holding Room for Section 3 or 4 Designated Guests — Cannon Caucus Room (345 CHOB)

If you choose to give your Section 3 or 4 ticket to someone other than a spouse, that person should arrive in the Cannon Caucus Room (345 Cannon House Office Building) **no later than 9:15 a.m. with their Section 3 or 4 ticket in hand.** These ticket holders will be escorted to their seats as a package. Please advise your designated guest to expect lengthy lines to enter the Cannon Building and to plan accordingly. *No personal items brought to the Cannon Caucus Room may be left there*, so your designated guest should leave such items in your personal office for retrieval following the ceremony.

***8:30-3:00* Our Office will be hosting an Inaugural Open House in Rayburn – 2253**

FYI-7:00a Presidential Inaugural Prayer Breakfast
LOCATION: Presidential Ballroom, Trump International Hotel, 1100 Pennsylvania Ave, NW
RSVP to Rev. Merrie Turner, by 1/7.
www.PresidentialInauguralPrayerBreakfast.org
\$300-Silver Sponsor, \$500-Gold Sponsor

FYI-8:00a Politico Inauguration Hub.
LOCATION: The W Hotel, 515 15th St. NW

FYI-9:00a **Ingram Group Inauguration Parade**
9am breakfast buffet until noon with TV's turned to the inaugural procession (option for anyone who wants to watch indoors!)
12:00-4:00 – Lunch will be served for the parade viewing.
*We do not anticipate the parade taking off until 2:45pm
LOCATION: 601 Pennsylvania Ave. NW
RSVP: [REDACTED] or [REDACTED]
NOTE: Tara/Bryn and kids' names have been added to the attendance list.

<1/20 schedule continued on next page>

<1/20 SCHEDULE CONTINUED>

FYI-9:00-5:00p Inaugural Reception: Molina Healthcare hosting
LOCATION: The Willard InterContinental – 8th floor, 1401 Pennsylvania
Ave NW
RSVP: [REDACTED]

FYI-3:00p Inaugural Event: *Presidential Inaugural Parade*
Pennsylvania Ave. Review Stands (outdoor event)
*Following the swearing-in ceremony, the parade will follow the President
and VP from the Capitol to the White House.
NOTE: Members will have (2) complimentary tickets – must register
online.

FYI-7:00p **Inaugural Ball**
Washington Convention Center
NOTE: Members will have (2) complimentary tickets – must register
online.

FYI-9:00p Inaugural Event: The Creative Coalition is hosting
LOCATION: Harman Center for the Arts – 610 F. Street NW
RSVP: www.thecreativecoalition.org

FLIGHT: JJD to depart DC at 5:22p on AA flight #5239, arriving in Knoxville at 7:06p. Conf
[REDACTED]

EXHIBIT 42

Best Western PENTAGON HOTEL

2480 S Glebe Road
Arlington, VA 22206



Best Western

C/I 01/19/2017 01:36 PM EQ

Room # 126-A

Conf #

Arrival 01/19/17

Departure 01/21/17

Room Type NQQS-2 QUEEN NON SM

Guests 1 / 0

Adv Dep (\$881.08)

Amt Paid

Payment Amex

Acct XXXX-XXXXXX-X

Registered To:

Duncan, John
CBM - NA BANNER
PO Box 2646
KNOXVILLE, TN 37901

johnjduncan

Guest Initials:

Reservation & Rate Information		Avg Daily Rate:		\$389.00			
Date	Thu 01/19/17	Fri 01/20/17	EXTENDED DATES				
Rate	\$ 389.00	\$ 389.00					
Tax	51.54	51.54					
Pkg							
Extra 1							
Extra 2							

The undersigned agrees to pay for all charges incurred against the room account during the above given rental period. If said charges are to be billed to a third party, the undersigned agrees to be personally liable for payment on any and all charges due in the event the indicated third party, person, company or association fails to pay such charges.

I agree to vacate the room by the above noted departure date, if I am permitted to stay after this date, I understand my rate may change.

I understand that no pets are allowed. If I violate the no pet policy I understand my room rate will change to \$400 per night, which I agree to pay.

I understand the hotel is a non-smoking hotel. I understand that if I or any of my guests smoke in the room my room rate will change to \$400 per night, which I agree to pay.

EXPRESS CHECK OUT is available. Please provide an email address to have your zero balance, paid folio sent to your email account.

Guest DL/ID #	
Guest Vehicle Info	
Make	
St/Prov	
Lic Plate	

X 
Signature

Each Best Western branded Hotel is independently owned and operated

Pentagon / Reagan Airport

2480 S Glebe Road
ARLINGTON, VA 22206



Best Western

C/O 01/21/2017 05:41 AM Wol

Loyalty Club: [REDACTED]

DIAMOND

Room #

126-A

Conf #

Arrival

01/19/17

Departure

01/21/17

Registered To:

DUNCAN, JOHN

CBM - NA BANNER

PO BOX 2646

KNOXVILLE, TN 37901

Roger Rhoder checking in

Room Type

NQQS-2 QUEEN NOI

Guests

1 / 0

Payment

Amex

Acct

XXXX-XXXXXX-X [REDACTED]

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
01/19/17	EQ	7T	GUEST ADV DEP TRANSFER			\$881.08-
01/19/17	Wol	RC	ROOM CHRG REVENUE			\$389.00
01/19/17	Wol	9	CITY TAX			\$28.20
01/19/17	Wol	91	SALES TAX			\$23.34
01/20/17	Wol	RC	ROOM CHRG REVENUE			\$389.00
01/20/17	Wol	9	CITY TAX			\$28.20
01/20/17	Wol	91	SALES TAX			\$23.34

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Signature _____

Each Best Western branded Hotel is independently owned and operated



2480 SOUTH GLEBE ROAD
 ARLINGTON, VIRGINIA 22206
 PHONE: 703.979.4400

Best Western

No 1451

Registered To:

Duncan, John
 CBM - NA BANNER
 PO Box 2646
 KNOXVILLE, TN 37901

johnjduncan

Room # 128-A
 Conf # [REDACTED]
 Arrival 01/19/17
 Departure 01/21/17
 Room Type NQ05-2 QUEEN NON SM
 Guests 1 / 0
 Adv Dep (\$881.08)
 Amt Paid
 Payment Amex
 Acct XXXX-XXXXXX-X [REDACTED]

Guest Initials:

Reservation & Rate Information			Avg Daily Rate: \$389.00		
Date	Thu 01/19/17	Fri 01/20/17	EXTENDED DATES		
Rate	\$ 389.00	\$ 389.00			
Tax	51.54	51.54			
Pkg					
Extra 1					
Extra 2					

The undersigned agrees to pay for all charges incurred against the room account during the above given rental period. If said charges are to be billed to a third party, the undersigned agrees to be personally liable for payment on any and all charges due in the event the indicated third party, person, company or association fails to pay such charges.

I agree to vacate the room by the above noted departure date, if I am permitted to stay after the date, I understand my rate may change.

I understand that no pets are allowed. If I violate the no pet policy I understand my room rate will change to \$400 per night, which I agree to pay.

I understand the hotel is a non-smoking hotel. I understand that if I or any of my guests smoke in the room my room rate will change to \$100 per night, which I agree to pay.

EXPRESS CHECK OUT is available. Please provide an email address to have your zero balance, paid folio sent to your email account.

Guest DL/ID #

Guest Vehicle Info

Make	Toyota 4Runner
St/Prov	Tennessee
Lic Plate	[REDACTED]

Signature

Each Best Western branded Hotel is independently owned and operated

Pentagon / Reagan Airport

2480 S Glebe Road
ARLINGTON, VA 22206



C/O 01/21/2017 12:39 PM BAT

Loyalty Club:

DIAMOND

Room # 128-A

Registered To:

DUNCAN, JOHN
CBM - NA BANNER
PO BOX 2646
KNOXVILLE, TN 37901

Conf #
Arrival 01/19/17
Departure 01/21/17

Room Type NQOS-2 QUEEN NO
Guests 1 / 0

Payment Amex
Acct XXXX-XXXXXX-X

Tara Richardson checking in



Posting Date	Oper	AcctCode	Description	From	Reference	Amount
01/19/17	DCM	7T	GUEST ADV DEP TRANSFER			\$881.08
01/19/17	Wol	RC	ROOM CHRG REVENUE			\$389.00
01/19/17	Wol	9	CITY TAX			\$28.20
01/19/17	Wol	91	SALES TAX			\$23.34
01/20/17	Wol	RC	ROOM CHRG REVENUE			\$389.00
01/20/17	Wol	9	CITY TAX			\$28.20
01/20/17	Wol	91	SALES TAX			\$23.34

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT (THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Signature _____

Each Best Western branded Hotel is independently owned and operated

Best Western PENTAGON HOTEL

2480 S Glebe Road
Arlington, VA 22206



C/I 01/19/2017 04:34 PM DCM

Room # 129-A
 Conf # [REDACTED]
 Arrival 01/19/17
 Departure 01/21/17
 Room Type NQOS-2 QUEEN NON SM
 Guests 1 / 0
 Adv Dep (\$881.08)
 Amt Paid
 Payment Amex
 Acct XXXX-XXXXXX-X [REDACTED]

Registered To:

Duncan, John
 CBM - NA BANNER
 PO Box 2646
 KNOXVILLE, TN 37901

[REDACTED]
 johnjduncan [REDACTED]

Guest Initials:

Reservation & Rate Information			Avg Daily Rate:		\$389.00		
Date	Thu 01/19/17	Fri 01/20/17	EXTENDED DATES				
Rate	\$ 389.00	\$ 389.00					
Tax	51.54	51.54					
Pkg							
Extra 1							
Extra 2							

The undersigned agrees to pay for all charges incurred against the room account during the above given rental period. If said charges are to be billed to a third party, the undersigned agrees to be personally liable for payment on any and all charges due in the event the indicated third party, person, company or association fails to pay such charges.

I agree to vacate the room by the above noted departure date, if I am permitted to stay after the date, I understand my rate may change.

I understand that no pets are allowed. If I violate the no pet policy I understand my room rate will change to \$400 per night, which I agree to pay.

I understand the hotel is a non-smoking hotel. I understand that if I or any of my guests smoke in the room my room rate will change to \$100 per night, which I agree to pay.

EXPRESS CHECK OUT is available. Please provide an email address to have your zero balance, paid folio sent to your email account.

Guest DL/ID #	
Guest Vehicle Info	
Make	
St/Prov	
Lic Plate	

[REDACTED]

Each Best Western branded Hotel is independently owned and operated

(703) 979-4400



Best Western.

Pentagon / Reagan Airport
2480 S Glebe Road
ARLINGTON, VA 22206

C/O 01/21/2017 12:39 PM BAT
Loyalty Club: [REDACTED]

DIAMOND

Room # 129-A

Conf # [REDACTED]
Arrival 01/19/17
Departure 01/21/17

Registered To:
DUNCAN, JOHN
CBM - NA BANNER
PO BOX 2646
KNOXVILLE, TN 37901

Room Type NQQS-2 QUEEN NO
Guests 1 / 0

Michael Strickland checking in

Payment Acct Amex
XXXX-XXXXXX-X [REDACTED]

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
01/19/17	DCM	7T	GUEST ADV DEP TRANSFER			\$881.08-
01/19/17	Wol	RC	ROOM CHRG REVENUE			\$389.00
01/19/17	Wol	9	CITY TAX			\$28.20
01/19/17	Wol	91	SALES TAX			\$23.34
01/20/17	Wol	RC	ROOM CHRG REVENUE			\$389.00
01/20/17	Wol	9	CITY TAX			\$28.20
01/20/17	Wol	91	SALES TAX			\$23.34

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Signature _____

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17-2646_0631

BWP_0006

Best Western PENTAGON HOTEL

2480 S Glebe Road
Arlington, VA 22206



Best Western

C/I 01/19/2017 04:21 PM 0CM

Room # 130-A

Conf #

Registered To:

Duncan, John
CBM - NA BANNER
PO Box 2646
KNOXVILLE, TN 37901

Arrival 01/19/17

Departure 01/21/17

Room Type NQOS-2 QUEEN NON SM

Guests 1 / 0

Adv Dep (\$881.08)

Amt Paid

Payment Amex

Acct XXXX-XXXXXX-X

johnjduncan

Guest Initials:

Reservation & Rate Information		Avg Daily Rate:		\$389.00			
Date	Thu 01/19/17	Fri 01/20/17	EXTENDED DATES				
Rate	\$ 389.00	\$ 389.00					
Tax	51.54	51.54					
Pkg							
Extra 1							
Extra 2							

The undersigned agrees to pay for all charges incurred against the room account during the above given rental period. If said charges are to be billed to a third party, the undersigned agrees to be personally liable for payment on any and all charges due in the event the indicated third party, person, company or association fails to pay such charges.

I agree to vacate the room by the above noted departure date, if I am permitted to stay after the date, I understand my rate may change.

I understand that no pets are allowed. If I violate the no pet policy I understand my room rate will hence to \$400 per night, which I agree to pay.

I understand the hotel is a non-smoking hotel. I understand that if I or any of my guests smoke in the room my room rate will change to \$400 per night, which I agree to pay.

Guest DL/ID #	
Guest Vehicle Info	
Make	Nissan Armada
St/Prov	Tennessee
Lic Plate	

EX VO please provide an email address to have [redacted] to your email account.

Best Western branded Hotel is independently owned and operated

Pentagon / Reagan Airport

2480 S Glebe Road
ARLINGTON, VA 22206



C/O 01/21/2017 11:37 AM Wol

Loyalty Club: [REDACTED]

DIAMOND

Room #

130-A

Registered To:

DUNCAN, JOHN
CBM - NA BANNER
PO BOX 2646
KNOXVILLE, TN 37901

[Handwritten signature]

Conf #

Arrival

01/19/17

Departure

01/21/17

Room Type

NQQS-2 QUEEN NO:

Guests

1 / 0

Payment

Amex

Acct

XXXX-XXXXXX-X [REDACTED]

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
01/19/17	DCM	7T	GUEST ADV DEP TRANSFER			\$881.08-
01/19/17	Wol	RC	ROOM CHRG REVENUE			\$389.00
01/19/17	Wol	9	CITY TAX			\$28.20
01/19/17	Wol	91	SALES TAX			\$23.34
01/20/17	Wol	RC	ROOM CHRG REVENUE			\$389.00
01/20/17	Wol	9	CITY TAX			\$28.20
01/20/17	Wol	91	SALES TAX			\$23.34

Balance Due	\$0.00
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THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Signature _____

Each Best Western branded Hotel is independently owned and operated

Best Western PENTAGON HOTEL

2480 S Glebe Road
Arlington, VA 22206



Best Western

01/19/2017 04:06 PM MAX

Room # 209-A

Conf #

Arrival 01/19/17

Departure 01/21/17

Room Type NQ05-2 QUEEN NON SM

Guests 1 / 0

Adv Dep (\$881.08)

Amt Paid

Payment Amex

Acct XXXX-XXXXXX-XXXX

Registered To:

Duncan, John
CBM - NA BANNER
PO Box 2646
KNOXVILLE, TN 37901

johnjduncan

Guest Initials:

Reservation & Rate Information

Avg Daily Rate:

\$389.00

EXTENDED DATES

Date	Thu 01/19/17	Fri 01/20/17						
Rate	\$ 389.00	\$ 389.00						
Tax	51.54	51.54						
Pkg								
Extra 1								
Extra 2								

The undersigned agrees to pay for all charges incurred against the room account during the above given rental period. If said charges are to be billed to a third party, the undersigned agrees to be personally liable for payment on any and all charges due in the event the indicated third party, person, company or association fails to pay such charges.

I agree to vacate the room by the above noted departure date, if I am permitted to stay after the date, I understand my rate may change.

I understand that no pets are allowed. If I violate the no pet policy I understand my room rate will change to \$400 per night, which I agree to pay.

I understand the hotel is a non-smoking hotel. I understand that if I or any of my guests smoke in the room my room rate will change to \$100 per night, which I agree to pay.

EXPRESS CHECK OUT is available. Please provide an email address to have your zero balance, paid folio sent to your email account.

Guest DL/ID #

Guest Vehicle Info

Make	Ford
St/Prov	FL
Lic Plate	

Each Best Western branded Hotel is independently owned and operated

Pentagon / Reagan Airport

2480 S Glebe Road
ARLINGTON, VA 22206



C/O 01/21/2017 11:51 AM Sheets

Loyalty Club: [REDACTED]

DIAMOND

Room #

209-A

Registered To:

DUNCAN, JOHN
CBM - NA BANNER
PO BOX 2646
KNOXVILLE, TN 37901

Checked in Zane Duncan

Conf #

Arrival

Departure

01/19/17

01/21/17

Room Type

Guests

NQQS-2 QUEEN NOI

1 / 0

Payment

Acct

Amex

XXXX-XXXXXX-X [REDACTED]

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
01/19/17	MAX	7T	GUEST ADV DEP TRANSFER			\$881.08-
01/19/17	Wol	RC	ROOM CHRG REVENUE			\$389.00
01/19/17	Wol	9	CITY TAX			\$28.20
01/19/17	Wol	91	SALES TAX			\$23.34
01/20/17	Wol	RC	ROOM CHRG REVENUE			\$389.00
01/20/17	Wol	9	CITY TAX			\$28.20
01/20/17	Wol	91	SALES TAX			\$23.34

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Signature _____

Each Best Western branded Hotel is independently owned and operated

17-2646_0635

BWP_0010



2480 SOUTH GLEBE ROAD
 ARLINGTON, VIRGINIA 22206
 PHONE: 703.979.4400

Best Western

No 2379

Best Western

Loyalty Club: [REDACTED]
 Discount: GCCI FREE ROOM

DIAMOND

Room # 221-A

Conf # [REDACTED]

Registered To:
 DUNCAN, JOHN
 Best Western International
 PO BOX 2646
 KNOXVILLE, TN 37901

Bill To:
 Best Western International
 6201 North 24th Parkway
 PHOENIX, AZ 85016

Arrival 04/16/17
 Departure 04/17/17

Room Type NQ-2 QUEEN NON-SM
 Guests 1 / 0

(800) 528-1234

Amt Paid
 Payment City Ledger
 Acct 18

johnjduncan [REDACTED]

Guest Initials:

Reservation & Rate information		Avg Daily Rate: \$26.49	
Date	Sun 04/16/17	EXTENDED DATES	
Rate	\$ 26.49		
Tax	3.51		
Pkg			
Extra 1			
Extra 2			

The undersigned agrees to pay for all charges incurred against the room account during the above given rental period. If said charges are to be billed to a third party, the undersigned agrees to be personally liable for payment on any and all charges due in the event the indicated third party, person, company or association fails to pay such charges.

I agree to vacate the room by the above noted departure date, if I am permitted to stay after the date, I understand my rate may change.

I understand that no pets are allowed. If I violate the no pet policy & understand my room rate will change to \$400 per night, which I agree to pay.

I understand the hotel is a non-smoking hotel. I understand that if I or any of my guests smoke in the room my room rate will change to \$400 per night, which I agree to pay.

EXPRESS CHECK CARD is available. Please provide an email address for follow-up your zero balance, said folio sent to your email account.

Guest DL/ID #	
Guest Vehicle Info	
Make	Nissan
St/Prov	Tennessee
Lic Plate	[REDACTED]

Best Western branded Hotel is independently owned and operated

Pentagon / Reagan Airport

2480 S Glebe Road
ARLINGTON, VA 22206



C/O 04/17/2017 01:28 PM Sheets

Loyalty Club:

DIAMOND

Room # 226-A

Registered To:

DUNCAN, JOHN
Best Western International
PO BOX 2646
KNOXVILLE, TN 37901

Bill To:
Best Western International

6201 North 24th Parkway
PHOENIX, AZ 85016

Conf #
Arrival 04/16/17
Departure 04/17/17

Room Type NQQ-2 QUEEN NON
Guests 1 / 0

Payment City Ledger
Acct

(800) 528-1234



Posting Date	Oper	AcctCode	Description	From	Reference	Amount
04/16/17	Wol	RC	ROOM CHRG REVENUE			\$26.49
04/16/17	Wol	9	CITY TAX			\$1.92
04/16/17	Wol	91	SALES TAX			\$1.59
04/17/17	Sheets	DB	A/R DIRECT BILL PYMNT		Best Western Internat	\$30.00-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Signature _____

Each Best Western branded Hotel is independently owned and operated

EXHIBIT 43

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

87-816/6-42

DATE 2/10/17

PAY
TO THE
ORDER OF

John Duncan III

\$ 560.68

Five Hundred Sixty & 68/100

DOLLARS



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

FOR

Mileage Reimbursement

MP

Mileage trip to D.C.

Inauguration

1048 miles at \$.535/mile

EXHIBIT 44

DUPLICATE COPY

Gold Card®
Statement of Account

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

Prepared For
JOHN J DUNCAN

Account Number
XXXX-XXXX-XXXX

Closing Date
11/22/09

Page 1 of 10

Previous Balance \$	Payment Activity \$	New Activity \$ Inc. Adjustments	New Balance \$
1,544.07	-1,544.07	+7,302.00	7,302.00

Please Pay By
12/07/09

Please refer to page 5 for important information regarding your account.

See Page 7 For A Notice Of Changes To Your Agreement

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.



Low Rates, \$75 Food & Beverage Credit at Top Hotels

- Stay at hundreds of Westin®, Sheraton®, W®, and Le Meridien® properties around the world, knowing you can get fantastic rates and exemplary service.
 - Enjoy a \$75 food-and-beverage credit and treat yourself in locations from Barcelona to Miami.
- Book online or learn more at www.goldcarddestinations.com. Terms, conditions and restrictions apply.

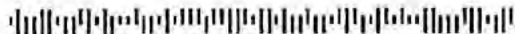
Activity	* Indicates posting date	Amount \$
11/06/09*	PAYMENT RECEIVED - THANK YOU	-1,544.07
Due In Full Activity for JOHN J DUNCAN		Amount \$
Card XXXX-XXXX7-44006		
10/22/09	FREEDOMPAY NEWTOWN SQUAR 888-495-0222 Description BUSINESS SERVI	48.70

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

Do not staple or use paper clips

Payment Coupon

Account Number



JOHN J DUNCAN
PO BOX 2646
KNOXVILLE TN 37901-2646

Mail Payment to:



AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

Continued on Page 3

Please Pay By:
12/07/09

To Pay by Computer, visit:
americanexpress.com/pbc.

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

Amount Due
\$7,302.00

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.

DUPLICATE COPY

Prepared For
JOHN J DUNCAN

Account Number
XXXX-XXXXX

Page 2 of 10

Payments: Payments received after 12:00 noon may not be credited until the next day. Payments must be sent to the payment address shown on your statement and must include the remittance coupon from your statement. Payments must be made with a single check or draft 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, or through an electronic payment method payable in US dollars and clearable through the US banking system. Your Account number must be included on all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert your payment into US dollars, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval. **Authorization for Electronic Debit:** We will process checks electronically, at first presentation and any re-presentments, 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. By submitting a check for payment, you authorize us to initiate an electronic debit from your bank or asset account. When we process your check electronically, your payment may be debited to your bank or asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against your bank or asset account for the amount of the check. **Authorization for Electronic Payments:** By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 8:00 p.m. MST may not be credited until the next day. **Allocation of Payments and Credits:** Subject to applicable law, we will apply and allocate payments and credits among Features and Charges on your Account in any order and manner determined by us in our sole discretion. **Finance Charges: Average Daily Balance (ADB) Method for Calculation of Finance Charges (FC):** We use the ADB Method to calculate FC on your Account. Under this method, we figure the FC on your Account by applying the Daily Periodic Rate (DPR) to the ADB (as described below) for each Feature (including current transactions). Different daily periodic rates may be applied to separate Feature balances. To get the ADB for each feature, we (1) take the beginning balance for each day (including unpaid FC from previous billing periods) (2) add any new transactions, debits, or fees, (3) subtract any payments or credits, and (4) make any appropriate adjustments. *For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the DPR for the Feature.* This gives us the daily balance for the Feature for that day and the beginning balance for that Feature for the next day. If this balance is negative, it is considered to be zero. Then, we add up all the daily balances for the Feature for the billing period and divide the total by the number of days in the billing period. This gives us the ADB for the Feature. If you pay the New Balance on this statement by the next Closing Date, then you will avoid additional FC on features included in this New Balance. If you multiply the ADB for each Feature by the number of days in the billing period and the DPR for that Feature, the result will be the FC assessed on that Feature, except for variations caused by rounding. The total FC for the billing period is calculated by adding the FC assessed on all Features of the Account. *This method of calculating the ADB and FC results in daily compounding of FC.* **Transactions Made In Foreign Currencies:** If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently, the conversion rate we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day. **In each Instance increased by 2.7%.** This conversion rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use. **Billing Rights Summary: In Case of Errors or Questions About Your Bill:** If you think your bill is incorrect, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the Customer Service address noted to the right. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at the number indicated on the front of this statement, but doing so will not preserve your rights. In your letter, give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. If you have authorized us to pay your bill automatically from your checking or savings account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur. **Special Rule for Credit Card Purchases:** If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of the purchase.) **Credit Balance:** If a credit balance (designated CR) is shown on this statement, it represents money owed to you. If you do not make sufficient charges against the credit balance or request a refund, we will, within 30 days after expiration of the six-month period following the date of the first statement indicating the credit balance, issue a check to you for the credit balance if the amount is \$1.00 or more. **New York residents** may contact the New York Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-800-518-8866.



To Pay By Phone
1-800-472-9297

Customer Service
1-800-528-4800
24 hours/7 days

Lost or Stolen Card
1-800-992-3404

Express Cash
1-800-CASH-NOW

International Collect
1-336-393-1111

Hearing Impaired
(9am-5pm EST)
TTY: 1-800-221-9950
FAX: 1-800-695-9090
In NY: 1-800-522-1897

Large Print and Braille
Statements
1-800-528-4800



americanexpress.com

Customer Service
TTY: 1-800-221-9950
El Paso, TX
79998-1535

Express Cash
P.O. Box 981531
El Paso, TX
79998-1531

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

Change of Address
If correct on front
do not use

- To change your address online, visit www.americanexpress.com/updatecontactInfo
- For Name or Company Name changes, please call the Customer Service number on the back of your Card.
- If your address or phone number has changed to a FOREIGN ADDRESS OR PHONE, please call Customer Service.
- 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 (optional)	

Please provide your e-mail address to receive important account updates and exclusive Cardmember offers and benefits.

You may visit the American Express Privacy Statement at www.americanexpress.com/privacy for more details and to set your email preferences.

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Prepared For
JOHN J DUNCAN

Account Number
XXXX-XXXX

Closing Date
11/22/09

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Due in Full continued				Amount \$
10/23/09	US AIRWAYS US AIRWAYS From: KNOXVILLE TN	ATLANTA GA To: CHARLOTTE NC KANSAS CITY MO-INT	Carrier: US US	Class: LX LX
	Ticket Number: [REDACTED]		Date of Departure: 11/01	
	Passenger Name: DUNCAN/JOHNJ			
	Document Type: PASSENGER TICKET			
10/23/09	MIDWEST AIRLINES MIDWEST AIRLINES From: KANSAS CITY MO-INT	ATLANTA GA To: WASHINGTON NAT'L D NOT AVAILABLE	Carrier: YX	Class: KA
	Ticket Number: [REDACTED]		Date of Departure: 11/02	
	Passenger Name: DUNCAN/JOHNJ			
	Document Type: PASSENGER TICKET			
10/23/09	DELTA AIR LINES DELTA AIR LINES From: KNOXVILLE TN	ATLANTA GA To: ATLANTA GA PHILADELPHIA PA ATLANTA GA KNOXVILLE TN	Carrier: DL DL DL DL	Class: YS YS YS YS
	Ticket Number: [REDACTED]		Date of Departure: 10/31	
	Passenger Name: DUNCAN/ZANE D			
	Document Type: ADDITIONAL COLLECTION			
10/23/09	DELTA AIR LINES DELTA AIR LINES From: KNOXVILLE TN	ATLANTA GA To: ATLANTA GA PHILADELPHIA PA ATLANTA GA KNOXVILLE TN	Carrier: DL DL DL DL	Class: YS YS YS YS
	Ticket Number: [REDACTED]		Date of Departure: 10/31	
	Passenger Name: DUNCAN III/JOHN J			
	Document Type: ADDITIONAL COLLECTION			
10/23/09	PF CHANG'S #9923 306KNOXVILLE 1111111111			110.82
	FOOD/BEVERAGE	98.82		
	TIP	12.00		
10/24/09	RED LOBSTER #047 001KNOXVILLE 8656934651			54.00
	FOOD/BEVERAGE	46.50		
	TIP	7.50		
10/28/09	FEDERAL CITY CATERER WASHINGTON 202-408-9700			318.87
10/28/09	JOHNNY'S HALFSHELL RESTAURANT WASHINGTON			546.18
	FOOD/BEVERAGE	546.18		
10/29/09	FREEDOMPAY NEWTOWN SQUAR 888-495-0222			49.00
	Description: BUSINESS SERVI			
10/29/09	TELECHARGE TICKETING NEW YORK JERSEY BOYS NOV 18 TELECH			1,137.50
10/30/09	CALHOUNS- 107 542929 KNOXVILLE 8656733377			184.57
	TIP	5.00		

Continued on reverse

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Due In Full continued		Amount \$
11/02/09	MARRIOTT 337E1OVRLNDOVERLAND PARK Arrival Date 11/02/09 Departure Date 11/02/09 00000000 LODGING	52.91
11/05/09	FREEDOMPAY NEWTOWN SQUAR 888-495-0222 Description BUSINESS SERVI	37.90
11/08/09	CANTINA LAREDO #306 SANDESTINE 9728884235 FOOD/BEVERAGE 52.19 TIP 6.00	58.19
11/09/09	HIGHTIDE RESTAURANT FORT WALTON BE RESTAURANT TIP 6.00	55.87
11/09/09	THEDONUTHOLE DESTIN RESTAURANT	33.07
11/11/09	PF CHANGS #9843 3067SANDESTIN 6029578986 FOOD/BEVERAGE 77.63 TIP 9.00	86.63
11/12/09	OCEAN CLUB 800000783DESTIN 8502673666 FOOD/BEVERAGE 102.24 TIP 12.76	115.00
11/13/09	LONGHORN STEAKS 5082DESTIN 8506549115 FOOD/BEVERAGE 55.18 TIP 6.82	62.00
11/15/09	CALHOUNS- 105 542929KNOXVILLE 8656733355 TIP 10.00	317.68
11/18/09	US AIRWAYS ATLANTA GA US AIRWAYS From: KNOXVILLE TN To: CHARLOTTE NC Carrier: US Class: TX LAGUARDIA INTL A/P US TX CHARLOTTE NC US TX KNOXVILLE TN US TX Ticket Number: [REDACTED] Date of Departure: 12/11 Passenger Name: DUNCAN/LINDSAYH Document Type: PASSENGER TICKET	409.40
11/18/09	US AIRWAYS ATLANTA GA US AIRWAYS From: KNOXVILLE TN To: CHARLOTTE NC Carrier: US Class: TX LAGUARDIA INTL A/P US TX CHARLOTTE NC US TX KNOXVILLE TN US TX Ticket Number: [REDACTED] Date of Departure: 12/11 Passenger Name: DUNCAN/JOHNJ Document Type: PASSENGER TICKET	409.40
11/18/09	US AIRWAYS ATLANTA GA US AIRWAYS From: KNOXVILLE TN To: CHARLOTTE NC Carrier: US Class: TX LAGUARDIA INTL A/P US TX CHARLOTTE NC US TX KNOXVILLE TN US TX Ticket Number: [REDACTED] Date of Departure: 12/11 Passenger Name: DUNCAN/LYNN Document Type: PASSENGER TICKET	409.40

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Due In Full continued		Amount \$
11/18/09	OCEANAIRE WASHINGTON WASHINGTON RESTAURANT FOOD/BEVERAGE 827.32 TIP 165.61	992.93
11/18/09	OCEANAIRE WASHINGTON WASHINGTON RESTAURANT FOOD/BEVERAGE 35.20 TIP 7.00	42.20
11/18/09	TELECHARGE TICKETING NEW YORK TICKETS/ETC TELECHARGE.CO	205.00
11/19/09	CONTINENTAL AIRLINES ATLANTA GA CONTINENTAL AIRLINES From: KNOXVILLE TN To: NEWARK NJ Carrier: CO Class: H1 KNOXVILLE TN CO H1 Ticket Number: [REDACTED] Date of Departure: 12/04 Passenger Name: DUNCAN/LYNN Document Type: PASSENGER TICKET	485.20
11/19/09	FREEDOMPAY 335161100 NEWTOWN SQUAR 888-495-0222 Description BUSINESS SERVI	54.00
Total of Due in Full Activity for JOHN J DUNCAN		7,052.72
Due In Full Activity for JOHN J DUNCAN JR		
Card XXXX-XXXX [REDACTED]		
10/23/09	FIVE GUYS-REAGAN N 5 WASHINGTON 7034171990 FOOD/BEVERAGE 17.29	17.29
10/29/09	S & W GRAND 65000000 KNOXVILLE 8655660111 TIP 4.00	25.69
10/30/09	S & S CAFETERIA #34 KNOXVILLE RESTAURANT	105.06
11/06/09	TELEFLORA *TLFMADISONVILLE 4234429455	81.94
11/10/09	ODDLES UNCORKED 8843 KNOXVILLE RESTAURANT TIP 4.00	19.30
Total of Due in Full Activity for JOHN J DUNCAN JR		249.28
Total Due in Full Activity		7,302.00

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%

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

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

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Gold Card®
Statement of Account

Message Regarding Changes to Your Account

Thank you for your Cardmembership with American Express. We are making changes to the terms of your account, some of which are necessary to comply with new Federal Credit Card Regulation.

For more details about the changes we are making and their effective dates, please see below.

You can find useful tips and information about managing your account, as well as making payments any time, free of charge, by visiting americanexpress.com/managemyaccount.

Notice of Changes to Your Account

We are making important changes to the terms of your account. These changes apply to existing balances and future balances on your account. Please read this notice carefully and have any Additional Cardmembers read it as well. File it in a safe place along with your agreement.

The terms of your account are subject to change under the American Express Cardmember Agreement ("Agreement") that governs your account. Any language in the Agreement contrary to or conflicting with this notice is replaced. All terms not changed by the notice still apply.

Application of Payments

We are changing how we apply payments on your account. Generally, payments above the total minimum amount due will be applied first to balances with higher interest rates. Accordingly, effective with payments processed on or after February 19, 2010, the last paragraph of the Payments section of your Agreement is deleted and replaced with the following:

"Subject to applicable law, we will apply and allocate payments up to the total Minimum Amount Due and any credits on your Account among balances and Charges in any order and manner determined by us in our sole discretion. You agree that we have the unconditional right to exercise this discretion in a way that is most favorable or convenient to us. In most cases, we will apply payments up to the total Minimum Amount Due to the minimum amount due on Feature balances (first to the Feature balance bearing the lowest APR and then to Feature balances bearing successively higher APRs), then to amounts due in full. After the total Minimum Amount Due has been credited to your Account, the amount of payments remaining will be applied to the Feature balance bearing the highest APR and then to Feature balances bearing successively lower APRs. In most cases, credits will be applied first to the balance from which the corresponding debit originated."

Finance Charges

We are making changes to how the penalty interest rate and finance charges work, including:

- how paying late can cause the penalty interest rate to apply to your account;
- when interest is not charged on Features;
- how we refer to the penalty interest rate. (We are replacing "Default Rate" or similar phrases with "Penalty APR.")

Any penalty interest rate on your account when these changes go into effect will continue to apply. Also, the penalty interest rate could be extended under the new terms.

Accordingly, effective with billing periods beginning on or after January 22, 2010, the Finance Charges on Features section of your Agreement is deleted and replaced with the following:

A. For Charges that are added to a Feature balance automatically Finance Charges begin to accrue as of the date of the Charge, except as provided below. For Charges that are added to a Feature balance at your request Finance Charges begin to accrue as of the date the Charge is added to a Feature balance.

Finance Charges will not accrue for Charges in a Feature balance during a billing period, except for Charges added to a Feature balance during that billing period at your request, if the Total Previous Balance for that billing period is zero or a credit balance or payment in full of the Total Previous Balance is credited to your Account by the Closing Date of that billing period.

In addition, if (i) a payment of less than the Total Previous Balance for a billing period is credited to your Account by the Closing Date of the billing period and (ii) the Total Previous Balance for the immediately preceding billing period was zero or a credit balance or payment in full of that Total Previous Balance was credited to your Account by the Closing Date of that billing period, then Finance Charges will not accrue during the billing period on the portion of Charges that were added to a Feature balance automatically to which the payment referred to in (i) is allocated.

- B.** The standard APR for Features is the Prime Rate plus 11.99%. The DPR and APR for a Feature will be provided on a supplement at the time the Feature is added to your Account. The Penalty APR is the Prime Rate plus 23.99%. A DPR is 1/365th of the APR, rounded to the nearest one ten-thousandth of a percentage point. The DPRs for Features and the Penalty APR are each based on APRs which vary with the Prime Rate as described in subsection F below.
- C.** The Penalty APR will apply under the following conditions: (i) two times in any twelve consecutive billing periods any Amount Due is not credited to your Account by the Closing Date of the billing period in which it is due or (ii) a payment on your Account is not honored by your financial institution. For any Feature balance not already at the Penalty APR, the Penalty APR will apply to Charges incurred and added to that Feature balance fifteen or more days after we send you a Penalty APR notice, and will apply until the billing period after your Account does not meet any of these conditions for twelve consecutive billing periods (starting with the billing period after the one in which the Penalty APR is imposed). For Feature balances already at the Penalty APR, the Penalty APR will continue to apply until the billing period after your Account does not meet any of these conditions for twelve consecutive billing periods.
- D.** Notwithstanding the foregoing, if a Minimum Amount Due is not credited to your Account within 60 days after its Payment Due Date, we reserve the right to impose the Penalty APR on any Feature balance not already at the Penalty APR. We will send you a notice if we exercise this right. A Penalty APR applied to a Feature balance pursuant to this subsection D will continue to apply to that Feature balance until you make timely payments for six consecutive billing periods.

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- E. In our sole discretion, we may choose not to apply the Penalty APR to one or more Feature balances on your Account, even if you have met a condition described above. If we do this, it shall not constitute a waiver of our right to apply the Penalty APR on another occasion.
- F. The "Prime Rate" is determined once with respect to each billing period. The Prime Rate for each billing period is the Prime Rate published in the Money Rates section (or successor section) of *The Wall Street Journal* on (a) the first day of that billing period or (b) the day that is two days prior to the Closing Date of that billing period, whichever is higher. In each case, if such a day is not a customary publication day for *The Wall Street Journal*, we will substitute the closest preceding day that is a customary publication day. If *The Wall Street Journal* ceases or suspends publication, we may refer to the Prime Rate published in any other newspaper of general circulation in New York, New York, or we may substitute a similar reference rate at our sole discretion. Any increase or decrease to an APR resulting from a change in the Prime Rate takes effect as of the first day of the billing period. An increase in the Prime Rate means that the variable APRs (and corresponding DPRs) applicable to your Account will increase and you may incur higher Finance Charges and may have a higher Minimum Amount Due."

Average Daily Balance

We are updating the description of how we calculate Average Daily Balance. The changes provide that more than one interest rate could apply to a balance during a billing period. Accordingly, effective with billing periods beginning on or after January 22, 2010, the **Average Daily Balance Method for Calculating Finance Charges** section of your Agreement is deleted and replaced with the following:

"We use the Average Daily Balance method to calculate periodic Finance Charges on your Account. Under this method, we calculate Finance Charges on your Account by applying the DPR to the Average Daily Balance (including current transactions) separately for each Feature balance subject to Finance Charges (as described below). Different DPRs may be used for different Features (such as Sign & Travel and Extended Payment Option). Within the same Feature there may be multiple balances ("Feature balance(s)") with different DPRs within the same billing period.

To get an Average Daily Balance for a Feature balance, we (1) take the beginning balance for each day (including unpaid Finance Charges from previous billing periods), (2) add any new transactions, debits, or fees, (3) subtract any payments or credits credited as of that day, and (4) make any appropriate adjustments. For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the previous day's DPR for that Feature balance. This gives us the daily balance for the particular Feature balance for that day and the beginning balance for that Feature balance for the next day. If this balance is negative, it is considered to be zero. For each Feature balance, we add up the daily balances for each day a particular DPR was in effect for that balance and divide by the number of days that DPR was in effect for that balance. This gives us the Average Daily Balance for each Feature balance.

If you multiply the Average Daily Balance for a Feature balance by its DPR, then multiply the result by the number of days of the billing period that the DPR was in effect, the result will be the periodic Finance Charge for that Feature balance, except for variations caused by rounding. The total periodic Finance Charges for the billing period is the sum of the periodic Finance Charges assessed on each Feature balance. This method of calculating the Average Daily Balance and Finance Charges results in daily compounding of Finance Charges. We may use mathematical formulas which produce equivalent results to calculate the Average Daily Balance, periodic Finance Charges, and related amounts. For example, we may utilize computer programs or other computational methods that are designed to produce mathematically equivalent results while using fewer and/or simpler computational steps than are described in this Agreement.

At our discretion, we may exclude certain categories of debit transactions or fees from the calculation of the daily balances. Unless we elect to use a later date, we add a Charge to the daily balance as follows: For Charges that are added to a Feature balance automatically, we add the Charge to the appropriate daily balance as of the date of the Charge. For Charges that are added to a Feature balance at your request, we add the Charge to the appropriate daily balance for the Feature as of the date we process the request. Periodic Finance Charges are added to the Feature balance on the last day the applicable DPR was in effect for each Feature balance in the billing period. In our sole discretion, we also may round any calculations made in determining the Finance Charges on your Account in any way that is convenient to us."

Foreign Transaction Fee

We are not increasing your cost for foreign currency transactions. But we are changing the way they appear on your billing statement. Now, when we convert a charge in a foreign currency into U.S. dollars we increase the conversion rate by 2.7%. For charges in foreign currencies that we process on or after July 1, 2010, we will itemize this 2.7% amount as a fee on your statement. Accordingly, effective July 1, 2010, the **Transactions Made In Foreign Currencies** section of your Agreement is deleted and the following is added to the end of the "Other Fees" section of your Agreement:

Foreign Transaction Fee: If you incur a Charge in a foreign currency, it will be converted into U.S. dollars on the date it is processed by us or our agents, and we will charge a foreign transaction fee of 2.7% of the converted U.S. dollar amount. This fee is a Finance Charge. Unless a particular rate is required by applicable law, you authorize us to choose a conversion rate that is acceptable to us for that date. Currently, the conversion rate we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use."

Also effective July 1, 2010, we will itemize the 2.7% amount for ATM transactions in foreign currencies as a fee on your statement. The following paragraph will be added to the **Fees** section of the *Agreement Between American Express Cardmember and American Express Travel Related Services Company, Inc. Concerning Electronic Fund Transfer Services*:

"If you obtain foreign currency through an Express Cash transaction at an ATM, we or our agents will convert it into US dollars on the day it is processed using a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. Currently, the conversion rate we use is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest

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interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day. This conversion rate may differ from rates in effect on the date of your ATM transaction. We will charge a fee of 2.7% of the converted US dollar amount."

Using the Card

We want to remind you that even if your Account is current and in good standing, we may decline a Charge. To clarify this point, we are deleting the second to last sentence of the second paragraph of the **Using the Card** section of your Agreement and replacing it with the following:

"We reserve the right to deny any request for authorization for a Charge, even if your Account is current and not in default."

Arbitration Forum

Since the National Arbitration Forum no longer does consumer arbitrations, we are replacing them with another organization. We are also adding a procedure for you to select an arbitration organization not listed in the Agreement. Effective immediately, we are deleting the Initiation of Arbitration Proceeding/Selection of Administrator subsection of the **Arbitration** section of your Agreement and replacing it with the following:

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with this Agreement. Claims shall be referred to either JAMS or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows:

- JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; website: www.jamsadr.com.
- AAA at 335 Madison Avenue, New York, NY 10017; website: www.adr.org.

In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration provision set forth below."

Assignment of Accounts

We will no longer transfer accounts to American Express Centurion Services Corporation. Accordingly, effective January 1, 2010, the last sentence of the **Changing this Agreement/Assignment of this Agreement** section of your Agreement is deleted.

Baggage Insurance

The information below summarizes the terms and conditions of the Baggage Insurance Plan. The terms and conditions may vary by state. Effective immediately, the following is added after the Event Ticket Protection Plan:

American Express® Card Baggage Insurance Plan

American Express Card Baggage Insurance Plan is underwritten by AMEX Assurance Company, Administrative Office, Green Bay, WI. Coverage is determined by the terms, conditions, and exclusions of Policy AX0400 or Policy BIP-IND and is subject to change with notice to you. This document does not supplement or replace the Policy. **Please call us at the number on the back of your American Express Card for a complete copy of your terms and conditions.**

The American Express Card Baggage Insurance Plan provides benefits for a Covered Person's damaged, stolen or lost baggage, whether checked or carry-on, when the entire fare for common carrier conveyance tickets are purchased and charged to your eligible American Express Card account.

Covered Person means: a) the basic Cardmember, each additional Cardmember, and each of these Cardmembers' spouses or domestic partners and dependent children under 23 years of age; or b) officers, partners, proprietors, employees, consultants or employment candidates authorized by a sponsoring organization, to have common carrier conveyance fares charged to that sponsoring organization's account for a bona fide business trip. All Covered Persons must have a permanent residence within the 50 United States of America, or the District of Columbia. All other persons are not Covered Persons under the policy.

Platinum Cardmember means a Cardmember who has a Platinum Charge Card (required to be paid in full monthly), a Corporate Platinum Card, or a Fidelity American Express Platinum Card. Any other Card which may reference the Platinum name or has Platinum colored plastic will not receive higher coverage limits or benefits. The capitalized terms used herein shall have the meaning assigned to such terms in the policy.

Certain terms contained in this summary are defined within the full policy document. You may file a claim by calling toll-free stateside 1-800-645-9700 or, if from overseas, by calling collect 1-303-273-6498. You may also write to Baggage Insurance Plan, PO Box 683, Golden, CO 80401.

Description of Benefits

We will pay a benefit to a Covered Person for a loss up to the applicable limits and under the circumstances described below. For New York State residents, there is a \$10,000 aggregate maximum limit for all Covered Persons per covered trip.

Carry-on Baggage Benefit: We will pay a benefit for the replacement cost, up to \$1,250, for each Covered Person on a covered trip for loss of carry-on baggage. A Covered Person is eligible for this benefit if the loss occurs while the Covered Person is upon a common carrier's terminal premises designated for passenger use, but only when the Covered Person is upon such premises immediately before boarding or immediately after alighting from a common carrier conveyance or while riding solely as a passenger in or boarding or alighting from a common carrier conveyance while on a covered trip.

Checked Baggage Benefit: We will pay a benefit for the replacement cost, up to \$500, for each Covered Person on a covered trip for loss of checked baggage. (Bicycles are covered when checked as baggage with a common carrier conveyance.)

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High-risk Items Benefit: We will pay a maximum benefit of \$250, for each Covered Person on a covered trip for loss of high risk items. High-risk items include, but are not limited to: jewelry; sporting equipment; photographic or electronic equipment; and computers and audio/visual equipment.

Common Carrier Conveyance Benefit: We will pay a benefit for the replacement cost, up to \$1,250, for each Covered Person on a covered trip, when a common carrier conveyance ticket is purchased in advance of a covered trip, for loss to baggage while the Covered Person is riding solely as a passenger on a common carrier conveyance when going directly to a common carrier's terminal for the purpose of boarding a common carrier conveyance or when leaving from a common carrier's terminal directly after alighting from a common carrier conveyance.

Platinum Cardmembers Carry-on and Checked Baggage Benefit: We will pay a benefit for the replacement cost of carry-on baggage up to a maximum of \$3,000 for each Covered Person on a Covered Trip. We will pay a benefit for the replacement cost of checked Baggage up to a maximum of \$2,000 for each Covered Person on a Covered Trip. If a Covered Person's loss on a covered trip includes the replacement cost for both carry-on and checked baggage, the benefit under this plan is limited to a combined total of \$3,000. For New York State residents: We will pay a benefit for the replacement cost of carry-on baggage up to a maximum of \$2,000 for each Covered Person on a covered trip. The \$10,000 aggregate maximum limit for all Covered Person per covered trip also applies.

Platinum Cardmembers Common Carrier Conveyance Benefit: We will pay a benefit for the replacement cost, up to \$3,000, for each Covered Person on a covered trip, when a Common Carrier Conveyance ticket is purchased in advance of a covered trip. For New York State residents: We will pay a benefit for the replacement cost, up to \$2,000, for each Covered Person on a covered trip, when a common carrier conveyance ticket is purchased in advance of a covered trip.

Exclusions

Benefits are not payable if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by the following: war or any act of war, whether declared or undeclared; any act by customs or other governmental authority whether involving your consent or by confiscation or requisition (except the Transportation Security Administration); defective workmanship, normal wear and tear and gradual deterioration, or any illegal act by or on behalf of the Covered Person.

Items Not Covered: This plan does not insure: cash or its equivalent, notes, accounts, bills, currency, deeds, food stamps or evidences of debt or intangible property; credit cards and other travel documents (including, but not limited to, passports and visas); securities; tickets and documents; plants and animals; automobiles and equipment; motorcycles and motors; aircraft, boats or other conveyances; or property shipped as freight or shipped prior to the covered trip departure date.

Excess Coverage

If any loss under this plan is insured under any other valid and collectible policy, then this plan shall cover such loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such loss is in excess of the amount of such other insurance which is payable or paid.

Termination or Cancellation

Coverage will cease on the earliest of the following: the date you no longer maintain a permanent residence in the 50 United States of America, or the District of Columbia; the date we determine that you or someone on your behalf intentionally misrepresented or fraud occurred; the date the Policy or any benefit under the Policy is cancelled; the date you terminate your account and are no longer a cardmember or your account is cancelled by American Express; the date your account ceases to remain current and in good standing; or the date the plan is not available in the location where you maintain a permanent residence. Termination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the Policy. We have the right to cancel the Policy at any time by sending a written notice at least sixty (60) days in advance to you at your last known address. The notice will include the reason for cancellation.

Form Numbers: BIP-DOC 07/07, BIP-DOC-PLAT 07/07

Forms in addition to those listed above are also applicable to residents in the following states:

Alaska, Form Number: BIP-RDR1-AK 07/07

Kansas, Form Number: BIP-RDR1-KS 07/07

Kentucky, Form Number: BIP-RDR1-KY 07/07. The Termination or Cancellation section is revised to send a written notice of cancellation at least seventy-five (75) days in advance to you at your last known address. The notice will include the reason for cancellation.

Louisiana, Form Number: BIP-RDR1-LA 07/07. The definition of Domestic Partner and all references to Domestic Partner are removed from the Description of Coverage.

Maryland, Form Number: BIP-RDR1-MD 07/07

New York, Form Number: BIP-RDR1-NY 07/07

Oklahoma, Form Number: BIP-RDR1-OK 07/07. The following is added to the **Description of Coverage:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Vermont, Form Number: BIP-RDR1-VT 07/07

Washington, Form Number: BIP-RDR1-WA 07/07

Wisconsin, Form Number: BIP-RDR1-WI 07/07

The following form numbers are applicable to residents in the following states:

Arizona, Indiana and Texas, Form Numbers: BIP-IND 07/07, BIP-IND-PLAT 07/07"