

NO. 15-1077-CC4

AMERICAN EXPRESS BANK, FSB,	§	IN THE COUNTY COURT
Plaintiff	§	
v.	§	AT LAW NO <u>4</u>
	§	
JAMES FLANNIGAN ,	§	OF WILLIAMSON COUNTY
	§	
Defendant(s)	§	

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

AMERICAN EXPRESS BANK, FSB, (“Plaintiff”), complains of JAMES FLANNIGAN , (“Defendant(s)”), and for its cause of action would respectfully show the Court as follows:

1. This cause of action is governed by the rules for Expedited Actions under the Texas Rules of Civil Procedure Rule 169 because the Plaintiff is seeking only monetary relief of one-hundred thousand dollars or less including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees. Damages sought are within the jurisdictional limits of the court.
2. Discovery is intended to be conducted under Level 1 of Rule 190.2, of the Texas Rules of Civil Procedure.
3. Plaintiff is a federal savings bank organized under the laws of the United States of America, with a principal place of business in Salt Lake City, Utah. Plaintiff may be contacted through the undersigned attorney.

4. Defendant(s) is/are a resident(s) of WILLIAMSON County, Texas, and may be served with process at 8601 ANDERSON MILL RD, APT 1023, AUSTIN, TX 78729. Venue is proper in this Court because Defendant(s) resides/reside in this county at the time of the filing of this suit.

BREACH OF WRITTEN CONTRACT

5. Defendant(s) obtained a credit account from Plaintiff. The credit account is identified as ending in account number 000.
6. Plaintiff and Defendant(s) entered into a credit account agreement (“the Agreement”). Under the terms of the Agreement, Plaintiff rendered credit services to Defendant(s).. Defendant(s) accepted the credit services and under the Agreement became bound to pay Plaintiff the amounts of such credit services, plus additional amounts due under the Agreement.
7. Defendant(s) has/have failed to repay all of the credit services rendered under the Agreement. The current balance due, owing and unpaid under the Agreement, after allowing all just and lawful payments, credits and offsets, is \$33,028.72. The terms of the Agreement control the accrual of additional charges, interest, and other amounts. Plaintiff has made demand upon Defendant(s) for payment of the balance due under the Agreement, but Defendant(s) has/have failed and refused to pay the balance.
8. All conditions precedent to Plaintiff’s right to bring suit on its claims have been performed or have occurred.

WHEREFORE, premises considered, the Plaintiff, AMERICAN EXPRESS BANK, FSB, requests that Defendant(s), JAMES FLANNIGAN , be cited to appear and answer and that, upon final hearing, Plaintiff have judgment against Defendant(s) for the following:

1. \$33,028.72 as the balance due, owing, and unpaid under the Agreements;
2. All costs of this proceeding;
3. Such other and further relief to which Plaintiff may show itself justly entitled.

Respectfully submitted,

ZWICKER & ASSOCIATES, P.C.
A Law Firm Engaged in Debt Collection
Attorneys for Plaintiff
OLD TOWN SQUARE, 1 CHISHOLM TRAIL,
SUITE 301
ROUND ROCK, TX 78681
TEL: (512)218-0488
FAX: (512)218-0477
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ZATXATTORNEYS@ZWICKERPC.COM

BY: 

TROY B. BOLEN

State Bar Number 24006199

ELISE D. MANCHESTER

State Bar Number 24070566

LAURA L. BEDFORD

State Bar Number 24025246

LESLIE L. SUN

State Bar Number 24088490

NO: 15-1077-CC4

AMERICAN EXPRESS BANK, FSB,	§	IN THE COUNTY COURT
Plaintiff	§	
	§	AT LAW NO 4
v:	§	
	§	WILLIAMSON COUNTY, TEXAS
JAMES FLANNIGAN,	§	
Defendant(s)	§	

PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT

TO THE HONORABLE JUDGE OF SAID COURT:

AMERICAN EXPRESS BANK, FSB, Plaintiff, moves for Default Judgment against Defendant(s), JAMES FLANNIGAN, and shows the following:

1. This suit was filed on or about July 28, 2015. Defendant(s) was served on or about November 10, 2015. The citation was returned to the clerk where it has remained on file for the time required by law. Defendant has not served upon Plaintiff's counsel any responsive pleading to the petition. Attached hereto as Exhibit "A" and fully incorporated herein is the affidavit of a duly authorized representative of Plaintiff, which includes the record of the written agreement between Plaintiff and Defendant(s) along with the balance due on the account. The material facts that form the basis of this suit have not been denied by Defendant, and Plaintiff is entitled to a Default Judgment against Defendant(s) for all relief sought in its Original Petition.

2. Plaintiff's claim is a liquidated demand based upon a debt owed resulting from account number ending in 000 between Defendant(s) and Plaintiff. As of the date this action was initiated, there was a balance due and owing on the account in the sum of \$33,028.72. As of December 21, 2015 there remains a principal balance due, owing, and unpaid on the account of \$33,028.72. Said principal balance reflects all payments, offsets and credits applied to the account from when the action was initiated to date, if any.

3. Attached to this Motion for Default Judgment and fully incorporated herein is the affidavit of attorney for Plaintiff establishing an evidentiary basis that to the best of Plaintiff's counsel's knowledge, Defendant(s) is not an infant, unemancipated minor, or incompetent person, nor is Defendant(s) a member of the Armed Forces currently on active duty.

4. Along with this Motion for Default Judgment, Plaintiff files a Certificate of Defendant(s)'s last known address.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, AMERICAN EXPRESS BANK, FSB, respectfully requests the Court to enter a Default Judgment against Defendant(s), JAMES FLANNIGAN, for the following:

1. The principal sum of \$33,028.72 as the balance due, owing and unpaid.
2. All costs of this proceeding in the amount of \$ 319.80;

Respectfully submitted,

ZWICKER & ASSOCIATES, P.C.
A Law Firm Engaged in Debt Collection
Attorneys for Plaintiff
OLD TOWN SQUARE 1 CHISHOLM TRAIL,
SUITE 301
ROUND ROCK, TX 78681
TEL: (512)218-0488
FAX: (512)218-0477
EMAIL:
ZATXATTORNEYS@ZWICKERPC.COM

DATED: 12/29/15

BY:



TROY D. BOLEN

State Bar Number 24006199

ELISE D. MANCHESTER

State Bar Number 24070566

LAURA L. BEDFORD

State Bar Number 24025246

LESLIE L. SUN

State Bar Number 24088490

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of December, 20 15, this office served a true and correct copy of the foregoing in accordance with the Rule 21a. of the Texas Rules of Civil Procedure to JAMES FLANNIGAN via CMRRR at 8601 ANDERSON MILL RD APT 1023, AUSTIN, TX 78729.

9171 9690 0935 0102 1896 24



TROY D. BOLEN

ELISE D. MANCHESTER

LAURA L. BEDFORD

LESLIE L. SUN

PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT
EXHIBIT LIST

Exhibit "A" Affidavit of Duly Authorized Agent of Plaintiff

Attachments Include:

- Records of the Agreement Between Plaintiff and Defendant(s)

Exhibit "B" Affidavit of Attorney for Plaintiff with Non-Military Status Verification

Attachments Include:

- Official Printout from the United States Department of Defense-Manpower Data Center that Defendant(s) is not an active member of the Armed Forces currently on duty

Exhibit "A"
Affidavit of Duly Authorized Agent of Plaintiff

JAMES FLANNIGAN
Account ending in: 000

AFFIDAVIT OF PLAINTIFF

I, Linda Salas, declare and state as follows:

1. I am an Assistant Custodian of Records for American Express Bank, FSB ("Plaintiff"), a federal savings bank organized under the laws of the United States, ("American Express" hereinafter), with its headquarters located at 4315 S. 2700 West, Salt Lake City, Utah 84184.

2. In my capacity as Assistant Custodian of Records for American Express, I am familiar with the ongoing credit card business operations and practices of American Express, particularly with respect to its recordkeeping computer systems, credit card agreements and billing for various types of accounts issued by American Express. I have access to the business records relating to credit card accounts issued by American Express, including, in particular, the records of cardmember accounts and the applicable card agreements. I have personal knowledge of American Express' regular practices and procedures with respect to: (a) the transmittal of credit card account agreements, notices, billing statements, and other documents; and (b) quality assurance controls utilized to ensure that such transmittals are properly made. I also have access to and am generally familiar with the cardmember account records created and maintained by American Express. Except where based on my review of records and documents regularly maintained in the ordinary course of business, all of the matters set forth herein are within my personal knowledge and are true and correct and, if called as a witness, I could competently testify thereto.

3. The billing statements and other documents referred to herein were created at or near either the time of the transactions or the time the original statements were made and have been kept by American Express in the ordinary course of business. In my experience, the systems used by American Express to create and maintain data for and to produce billing statements and other documents are reliable and kept in a good state of repair, and American Express' procedures for inserting transaction and other data into the systems have built-in safeguards to ensure accuracy and identify errors. Duplicate statements can be obtained only by authorized American Express personnel or authorized agents pursuant to proper procedures, which must be followed in order to obtain the statements. The other records referred to herein were created and kept in the ordinary course of business by American Express and were created at or near the time of the occurrence of the matters set forth by those records and/or were created based upon information transmitted by a person with knowledge of the matters set forth in those records. It is the regular business practice of American Express to make and keep said records. The statements contained in this affidavit are made based on my personal knowledge of the business records practices of American Express.

4. All American Express credit card accounts are governed by a written agreement (the "Cardmember Agreement") setting forth the terms and conditions of the account. When an American Express account is opened, the Cardmember Agreement is provided to the cardmember. The Cardmember Agreement provides that use of the card constitutes acceptance of the agreement.

5. All American Express Cardmember Agreements expressly provide that American Express may change the terms of the Cardmember Agreement from time to time. American Express advises current cardholders of changes through change-in-terms notices, which are either mailed to American Express cardmembers in separate mailings or included with or printed on the cardmembers' monthly billing statements.

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JAMES FLANNIGAN
Account ending in:000

6. American Express maintains computerized records of the amounts due and owing to American Express for any transactions that occur when an individual uses an American Express credit card. The computerized records reflect all debits and credits in connection with the use of an American Express credit card. American Express sends or otherwise makes available monthly billing statements to cardmembers who carry a balance or are otherwise required to receive a monthly statement.

7. I have personally reviewed American Express' records concerning defendant JAMES FLANNIGAN ("Defendant"). Those records reflect that Defendant opened an American Express credit card account, the current account number ending in 000 (the "Account") in 12/05/02. Consistent with American Express' standard business practices, American Express' records reflect that it mailed Defendant's credit card, together with a copy of Defendant's Cardmember Agreement, to Defendant when American Express opened Defendant's Account. Copies of each of these Cardmember Agreements were transmitted to Defendant as they were periodically revised or updated. A true and correct copy of the Cardmember Agreement in effect at the time of cancellation of the Account is annexed hereto as Exhibit "A".

8. American Express' records further reflect that Defendant used the Account to pay for various goods and services and/or obtain cash advances. Consistent with American Express' standard business practices, American Express' records reflect that it transmitted monthly billing statements to Defendant. There is no record of Defendant ever asserting a valid unresolved objection to the balance shown as due and owing on the monthly statements provided to Defendant.

9. Pursuant to American Express' records, under the terms of the Cardmember Agreement, Defendant defaulted in making the payments due on the Account. American Express' records reflect that American Express closed Defendant's Account. After giving Defendant credit for all payments made, if any, the amount justly due and owing as of 12/14/15 is \$33,028.72, exclusive of court costs and attorneys' fees. A true and correct copy of the monthly Account Statements for the defendant's Account for the period 9/17/2014 to 03/18/15 are is annexed hereto as Exhibit "B".

10. Defendant's Account has not been sold or assigned by American Express, the original creditor of the account.

JAMES FLANNIGAN
Account ending in: 000

11. Upon information and belief, the Defendant is not now, nor has been within 30 days hereof, in the military service of the United States as defined in the Servicemembers Civil Relief Act as amended nor an infant, incompetent, under mental defect or infirm.

Dated: Dec 15, 2015 By: Linda Salas
Name: Linda Salas
Title: Assistant Custodian of Records

SWORN TO AND SUBSCRIBED before me on the 15 day of Dec, 2015.

[Signature]
Notary Public, State of MA
My Commission Expires: 4.22.2022

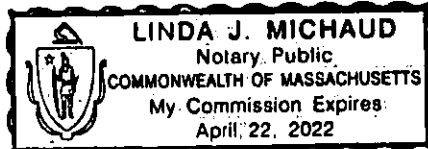


EXHIBIT A



Reorder

Cardmember Agreement: Part 1 of 2

As of: 10/09/2014

Business Cash Rebate Card

Issuer: American Express Bank, FSB

Credit Limit: \$30,400 (Cash Advance Limit: \$1,000)

Company Name: SITE STREET

Cardmember Name: JAMES FLANNIGAN

Account Ending In: 000

Rates and Fees Table

Interest Rates	
Annual Percentage Rate (APR) for Purchases	14.24% (Prime Rate + 10.99%) This APR will vary based on the Prime Rate.
APR for Cash Advances	21.24% (Prime Rate + 17.99%) This APR will vary based on the Prime Rate.
Penalty APR and When it Applies	27.24% (Prime Rate + 23.99%) This APR will vary based on the Prime Rate. This APR will apply to all balances on your account if you: 1) make a payment that is returned; 2) make 2 late payments in 12 months; or 3) do not make the Minimum Payment due by the closing date of the billing period in which it is due. How Long Will the Penalty APR Apply? If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, for at least 12 billing periods in a row. In addition, the penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Fees	
Annual Membership Fee	None
Transaction Fees	
• Cash Advance	Either \$5 or 3% of the amount of each cash advance, whichever is greater.
• Foreign Transaction	2.7% of each transaction after conversion to US dollars.
Penalty Fees	
• Late Payment	Up to \$37.
• Returned Payment	\$37
• Overlimit	None

How we calculate interest: We use the Average Daily Balance method (including new transactions). See the How we calculate interest section in Part 2.



Rates and Fees Work

Rates

Calculating APRs and DPRs	The Annual Percentage Rate (APR) for variable rates is determined by adding an amount (<i>margin</i>) to the Prime Rate (see <i>Determining the Prime Rate</i> in Part 2). The Daily Periodic Rate (DPR) is 1/365th of the APR, rounded to one ten-thousandth of a percentage point.																
	<table border="1"> <thead> <tr> <th>Rate Description</th> <th>Prime + Margin</th> <th>APR</th> <th>DPR</th> </tr> </thead> <tbody> <tr> <td>Purchase</td> <td>Prime + 10.99%</td> <td>14.24%</td> <td>0.0390%</td> </tr> <tr> <td>Cash Advance</td> <td>Prime + 17.99%</td> <td>21.24%</td> <td>0.0582%</td> </tr> <tr> <td>Penalty</td> <td>Prime + 23.99%</td> <td>27.24%</td> <td>0.0746%</td> </tr> </tbody> </table>	Rate Description	Prime + Margin	APR	DPR	Purchase	Prime + 10.99%	14.24%	0.0390%	Cash Advance	Prime + 17.99%	21.24%	0.0582%	Penalty	Prime + 23.99%	27.24%	0.0746%
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Penalty	Prime + 23.99%	27.24%	0.0746%														
When the penalty APR will apply	The penalty APR applies to all balances on your account if: <ul style="list-style-type: none"> • you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due; • you do not pay at least the Minimum Payment Due by the Payment Due Date 2 times in 12 billing periods; or • your payment is returned by your bank. 																
How long the penalty APR will apply	The penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.																

Fees

We add fees to a purchase balance, unless we tell you otherwise.	
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1.
Late Payment	Up to \$37. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is \$37. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.
Returned Payment	\$37 if your payment is returned unpaid the first time we present it to your bank. A returned payment may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.
Overlimit	None. See <i>Credit limit and cash advance limit</i> in Part 2.
Balance Transfer	The fee will be stated in a promotional offer or at the time of a transaction. This fee is a finance charge. We will add it to the same balance as the balance transfer.
Cash Advance	3% of the withdrawal and other services you obtain (including any fee charged by the ATM operator), with a minimum of \$5. We will add this fee to the cash advance balance.
Foreign Transaction	2.7% of the converted U.S. dollar amount. This fee is a finance charge. See Part 2 for <i>Converting charges made in a foreign currency</i> .

Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.

Supplement to the Cardmember Agreement

How Your Reward Program Works

Cash Rebate®

How you receive a reward.

You receive a reward based on the eligible purchases made on your Business Cash Rebate® Credit Card from American Express (Card Account). The reward you earn is based on a percentage of the eligible purchases you make during a reward year, as defined below. You will earn a reward of:

- 0.5% on your first \$3,000 of eligible purchases,
- 1% on your next \$4,000 of eligible purchases, and
- 2% on the amount of eligible purchases in excess of \$7,000.

Eligible purchases are purchases for goods and services minus returns and other credits.

Eligible purchases do NOT include:

- fees or interest charges;
- balance transfers;
- cash advances;
- purchases of traveler's checks;
- purchases or reloading of prepaid cards; or
- purchases of any cash equivalents.

A *reward year* is 12 billing periods in a row beginning with the one that includes February 1st. If your billing cycle changes, the length of your calendar year will also change.

How you will receive your reward.

You will receive your reward as a statement credit. The reward will appear on your billing period that includes January 1st.

When you will forfeit your reward.

You will forfeit your entire reward if your Card Account is cancelled before we issue the credit. You will forfeit your entire reward if you do not pay at least the Minimum Payment Due by the Closing Date during the last 2 billing periods in your reward year.

Other things you should know about this program.

You may forfeit some or all of the reward you have received for items that are not purchased for use or consumption by the Company in its ordinary course of business.

We may change the terms of this program at our discretion.

If you violate or abuse this program, you may forfeit your reward.

If there is a dispute with any of your purchases, the amount of that purchase will not count toward your reward until the dispute is resolved.

If a credit to your Card Account places your total eligible purchases in a negative status, the reward on your billing statement will show a zero balance. You will have to accumulate eligible purchases equal to the negative annual purchases balance before the statement will show a positive balance.



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See Important Changes to your Terms and Conditions dated September 2014.



Detail of Changes to Your Account Terms

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 is 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.

Annual Percentage Rate for Cash Advances

If you received a notice in your September 2014 statement that your Annual Percentage Rate (APR) for Cash Advances will increase, that increase will still take effect in November 2014. If you did not receive such a notice, please disregard this message.

Notice of Changes to Your Policies

We are making Important Changes to your insurance policies ("Policies") underwritten by AMEX Assurance Company. This change becomes effective on the date indicated below, whether or not you receive a billing statement. This Notice formally amends your Policies, and any contrary or conflicting language in those Policies is replaced fully and completely. All terms of the Policies not amended herein remain in full force and effect.

You should carefully review these changes, share them with any Additional Cardmembers on your Account, and then keep this Notice for future reference.

The insurance products are no longer available in certain territories

Effective August 1, 2014, the insurance products that come as a benefit of your Cardmembership and that are described in the Additional Card Benefits are not available for residents of the Federated States of Micronesia, The Marshall Islands, and the Republic of Palau.



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How Your American Express Account Works

Introduction

<p>About your Cardmember Agreement</p>	<p>This document together with Part 1 make up the Cardmember Agreement (<i>Agreement</i>) for the <i>Account</i> identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement.</p>	<p>When you or an Additional Cardmember, as defined below, use the Account (or sign or keep a card), you agree to the terms of the Agreement.</p>
<p>Words we use in the Agreement</p>	<p><i>We, us, and our</i> mean the issuer shown on page 1 of Part 1. Except as provided below, <i>Basic Cardmember</i> means the person who applied for this Account or to whom we address billing statements. <i>Company</i> means the business for which the Account is established. <i>You and your</i> mean the Basic Cardmember and the Company. You agree, jointly and severally, to be bound by the terms of this Agreement.</p>	<p><i>Card</i> means any card or other device that we issue to access the Account. A <i>charge</i> is any amount added to the Account, such as purchases, cash advances, balance transfers, fees and interest charges. A <i>purchase</i> is a charge for goods or services. A <i>cash advance</i> is a charge to get cash or cash equivalents. A <i>balance transfer</i> is a charge to pay an amount you owe on another credit card account.</p> <p>To <i>pay</i> by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see <i>About your payments</i> in Part 2).</p>
<p>Additional Cardmembers</p>	<p>At your request, we may issue cards to <i>Additional Cardmembers</i>. They do not have accounts with us but they can use your Account subject to the terms of this Agreement.</p> <p>You are responsible for all use of the Account by Additional Cardmembers and anyone they allow to use the Account. You must pay for all charges they make. You must share this agreement with all Additional Cardmembers.</p> <p>You must tell Additional Cardmembers that:</p> <ul style="list-style-type: none"> • we may obtain, provide and use information about them. • their use of the Account is subject to this Agreement. 	<p>You authorize us to give Additional Cardmembers information about the Account and to discuss it with them.</p> <p>If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.</p> <p>We may refer to <i>Additional Card(s)</i> and <i>Additional Cardmember(s)</i>, as <i>Employee Card(s)</i> and <i>Employee Cardmember(s)</i>. All terms and conditions that apply to Additional Cards also apply to Employee Cards.</p>
<p>Replacement Basic Cardmember</p>	<p>You must tell us if the Basic Cardmember is no longer an employee or officer of the Company or does not want to be the Basic Cardmember. In that case, you must either close the Account, or propose another person to replace the Basic Cardmember.</p> <p>If you propose another person to replace the Basic Cardmember, that person must agree to assume the</p>	<p>obligations and liabilities of the Basic Cardmember under this Agreement, as of the date that such person replaces the Basic Cardmember. That person is subject to our approval.</p> <p>You agree that the Basic Cardmember remains the Basic Cardmember until we approve a replacement or the Account is closed.</p>
<p>About using your card</p>		
<p>Using the card</p>	<p>Cards may be used for purchases. At our discretion, we may permit you to make cash advances or balance transfers. You cannot transfer balances from any other account issued by us and/or our affiliates. Each Cardmember acknowledges and agrees that cards are intended to be used for the Company's commercial or business purposes.</p> <p>You may arrange for certain merchants to store your card number and expiration date, so that, for example:</p> <ul style="list-style-type: none"> • the merchant may charge your account at regular intervals, or • you may make charges using that stored card information. 	<p>We may (but are not required to) tell these merchants if your expiration date or card number changes or if your account is cancelled. You must notify the merchants directly if you want them to stop charging your Account.</p> <p>Keep the cards safe. Do not let anyone use them. If a card is lost or stolen or the Account is being used without permission, contact us right away. The Account may not be used for illegal activities.</p>
<p>Promise to pay</p>	<p>You promise to pay all charges, including:</p> <ul style="list-style-type: none"> • charges you make, even if you do not present your card or sign for the transaction, • charges that other people make, whether or not you or an Additional Cardmember intend to let them use the Account, subject to applicable law, and if you let them use your Account, and • charges that Additional Cardmembers make or permit others to make. 	



and cash advance

We assign a *Credit Limit* to the Account. We may make part of the Credit Limit available for cash advances (*Cash Advance Limit*). There may also be a limit on the amount you can withdraw from ATMs in a given period. The Credit Limit and Cash Advance Limit are shown on page 1 of Part 1 and on each billing statement.

We may increase or reduce the Credit Limit and Cash Advance Limit. We may do so even if you pay on time and the Account is not in default.

You agree to manage the Account so that:

- the Account balance (including fees and interest) is not more than the Credit Limit, and
- the cash advance balance (including fees and interest) is not more than the Cash Advance Limit.

We may approve charges that cause the Account balance to go over the Credit Limit. If we do this, we will not charge an overlimit fee. If we ask you to promptly pay the amount of the Account balance above the Credit Limit, you agree to do so.

Declined transactions

We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if the charge would not cause you to go over your Credit Limit and your Account is not in default.

We are not responsible for any losses you or any Additional Cardmembers incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.

About your payments

When you must pay

You must pay at least the Minimum Payment Due by the Payment Due Date. The Minimum Payment Due and Payment Due Date are shown on each billing statement.

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. For your payment to be considered on time, we must receive

at least the Minimum Payment Due in such time and manner by the Payment Due Date shown on your billing statement.

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.

How to make payments

Make payments to us in U.S. dollars with:

- a single check drawn on a U.S. bank, or
- a single negotiable instrument clearable through the U.S. banking system, for example a money order, or
- an electronic payment that can be cleared through the U.S. banking system.

When making a payment by mail:

- make a separate payment for each Account,
- mail your payment to the address shown on the payment coupon on the billing statement, and
- write the Account number on your check or negotiable instrument and include the payment coupon.

If your payment meets the above requirements, we will credit it to the Account as of the day we receive it, as long as we receive it by the time disclosed in the

billing statement. If we receive it after that time, we will credit the payment on the day after we receive it.

If your payment does not meet the above requirements, there may be a delay in crediting the Account. This may result in late fees and additional interest charges (see *How Rates and Fees Work* on page 2 of Part 1).

If we decide to accept a payment made in a foreign currency, we will choose a rate to convert your payment into U.S. dollars, unless the law requires us to use a particular rate.

If we process a late payment, a partial payment, or a payment marked with any restrictive language, that will have no effect on our rights and will not change this Agreement.

How we apply payments and credits

Your Account may have balances with different interest rates. For example, purchases may have a lower interest rate than cash advances. If your Account has balances with different interest rates, here is how we generally apply payments in a billing period:

- We apply your payments, up to the Minimum Payment Due, first to the balance with the lowest interest rate, and then to balances with higher interest rates.
- After the Minimum Payment Due has been paid, we apply your payments to the balance with the highest interest rate, and then to balances with lower interest rates.

In most cases, we apply a credit to the same balance as the related charge. For example, we apply a credit for a purchase to the purchase balance. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose.

About your Minimum Payment Due

How we calculate your Minimum Payment Due

To calculate the Minimum Payment Due for each statement, we start with the *higher* of:

- (1) interest charged on the statement plus 1% of the New Balance (excluding any overlimit amount, penalty fees and interest on the statement); or
- (2) \$35.

Then we add any penalty fees shown on the statement and 1/24th of any overlimit amount, round to the nearest dollar, and add any amount past due.

Your Minimum Payment Due may also include any additional amount specified in a promotional offer. Your Minimum Payment Due will not exceed your New Balance. You may pay more than the Minimum Payment Due, up to your New Balance, at any time.

EXAMPLE: Assume that your New Balance is \$3,000, interest is \$29.57, and you have no overlimit amount, penalty fees, or amounts past due.

(1) $\$29.57 + 1\% \times (\$3,000 - \$29.57) = \59.27

(2) \$35

The higher of (1) or (2) is \$59.27, which rounds to \$59.00.

About interest charges

When we charge interest

We charge interest beginning on the date of each transaction. You can avoid paying interest on purchases as described below. However, you cannot avoid paying interest on cash advances and balance transfers.

If you pay the New Balance on every statement by the Payment Due Date, we will not charge interest on purchases.

If you do not pay the New Balance on a statement by the Payment Due Date and then you pay the New Balance on the next statement by the Payment Due Date, we will not charge interest on purchases from the date of your payment to the Closing Date of the billing period in which you made that payment. But we will charge interest on purchases from the

beginning of that billing period until the date of your payment. If you do not pay the New Balance on a statement by the Payment Due Date and then you pay the New Balance on each of the next two statements by their Payment Due Dates, we will not charge interest on purchases on the following statement.

Also, we will not charge interest on purchases on a statement if the Previous Balance on that statement is zero or a credit balance.

How we calculate interest

We calculate interest for a billing period by first calculating interest on each balance. Different categories of transactions—such as purchases and cash advances—may have different interest rates. Balances within each category may also have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to calculate interest charges for each balance. The total interest charged for a billing period is the sum of the interest charged on each balance.

Interest

The interest charged for a balance in a billing period, except for variations caused by rounding, equals:

- Average Daily Balance (ADB) x
- Daily Periodic Rate (DPR) x
- number of days the DPR was in effect.

ADB

To get the ADB for a balance, we add up its *daily balances*. Then we divide the result by the number of days the DPR for that balance was in effect. If the daily balance is negative, we treat it as zero.

DPR

A DPR is 1/365th of an APR, rounded to one ten-thousandth of a percentage point. Your DPRs are shown in *How Rates and Fees Work* on page 2 of Part 1.

EXAMPLE: Calculating Interest
Assume that you have a single interest rate of 15.99%, your ADB is \$2,250 and there are 30 days in the billing period.
The DPR is 15.99% / 365 days = 0.0438%
The interest is \$2,250 x 0.0438% x 30 days = \$29.57

Daily Balance

For each day a DPR is in effect, we calculate the daily balance by:

- taking the *beginning balance* for the day,
- adding any new charges,
- subtracting any payments or credits; and
- making any appropriate adjustments.

We add a new charge to a daily balance as of its transaction date.

Beginning balance

For the first day of a billing period, the beginning balance is the ending balance for the prior billing period, including unpaid interest. For the rest of the billing period, the beginning balance is the previous day's daily balance, *plus an amount of interest equal to the previous day's daily balance multiplied by the DPR for that balance*. This method of calculating the beginning balance results in *daily compounding of interest*.

When an interest rate changes, the new DPR may come into effect during—not just at the beginning of—the billing period. When this happens, we will create a new balance and apply the new DPR to it. To get the beginning balance on the first day for this new balance, we multiply the previous day's daily balance by the old DPR and add the result to that day's daily balance.

Other methods

To calculate the ADB and interest charges, we may use other formulas or methods that produce equivalent results. Also, we may choose not to charge interest on certain types of charges.

Determining the Prime Rate

We use the Prime Rate from the Money Rates section (or successor section) of *The Wall Street Journal*. The Prime Rate for each billing period is 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. If *The Wall Street Journal* is no longer published, we may use the Prime Rate from any other newspaper of general circulation in New York, New York. Or we may choose to use a similar published rate.

If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period.



Important information

the Agreement

We may change the terms of, or add new terms to, this Agreement. We may apply any changed or new terms to any existing and future balances on the Account, subject to applicable law.

This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.

Converting charges made in a foreign currency

If you make a charge in a foreign currency, we will convert it into U.S. dollars on the date we or our agents process it. Unless a particular rate is required by law, we will choose a conversion rate that is acceptable to us for that date. The 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 that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.

Changing your billing address

You must notify us immediately if you change the:

- mailing address, email address, telephone numbers, or fax numbers that we use to send you billing statements, notices or other communications.
- legal entity of the Company.
- tax identification number.

Closing your Account

You may instruct us to close the Account by calling us or writing to us. The Basic Cardmember agrees to inform the Company prior to instructing us to do so.

The Basic Cardmember and the Company remain jointly and severally liable for all Charges made on the Account.

Cancelling or suspending your Account

We may:

- cancel your Account,
- suspend the ability to make charges,
- cancel or suspend any feature on your Account,
- notify merchants that your Account has been cancelled or suspended.

If we do any of these, you must still pay us for all charges under the terms of this Agreement.

We may do any of these things at our discretion, even if you pay on time and your Account is not in default.

If your Account is cancelled, you must destroy all cards.

We may agree to reinstate the Account after a cancellation. If we do this, we may:

- reinstate any cards, including additional cards.
- charge you any applicable fees, including annual fees.
- charge you a fee for reinstating the Account.

About default

We may consider your Account to be in default if:

- you violate a provision of this Agreement,
- you give us false information,
- you file for bankruptcy,
- you default under another agreement you have with us or an affiliate,
- you become incapacitated or die, or
- we believe you are unable or unwilling to pay your debts when due.

If we consider your Account in default, we may:

- suspend your ability to make charges;
- cancel or suspend any feature on your Account,
- cancel the Account and require you to pay the Account balance immediately,
- require you to pay more than your Minimum Payment Due immediately.

Collection costs

You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe or to protect ourselves from loss, harm or risk relating to default.

Credit reports

You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes, subject to applicable law.

You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.


If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.

Sending you notices

We send you notices through the U.S. mail (postage prepaid) or electronically using the information in our records. Any notice we send you is deemed given when deposited in the U.S. mail or when sent electronically. Additionally, we may send notices and information to Additional Cardmembers at their request.

We may contact you	<p>Servicing and collections If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors) to contact you at any number you provide, from which you call us, or at which we believe we can reach you. We may contact you in any way, such as calling or texting. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.</p> <p>Call monitoring We may monitor and record any calls between you and us.</p>
About insurance products	<p>We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation when AMEX Assurance Company or another affiliate is the insurer or reinsurer. Compensation may influence what products and providers we or our affiliates tell you about.</p> <p>We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.</p>
How we handle electronic debits from your checking account	<p>When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account.</p> <p>We may process the check electronically by transmitting to your financial institution:</p> <ul style="list-style-type: none"> • the amount, • the routing number, • the account number, and • the check serial number. <p>If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement.</p> <p>If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.</p>
ExpressPay	<p>Cards issued on the Account may be equipped with ExpressPay. ExpressPay enables you to make charges without having the card swiped or imprinted. You can call us to deactivate ExpressPay at any time. Also, we may deactivate ExpressPay at any time.</p>
Privacy Act of 1974 notice	<p>Some federal agencies may accept the card under authority of statute. When you or Additional Cardmembers make charges at these agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing and collections. It may also be aggregated for reporting, analysis and marketing use. Other routine uses by agencies may be published in the Federal Register.</p>
Changing the benefits	<p>We have the right to add, modify or delete any benefit, service, or feature of the Account at our discretion.</p>
Assigning the Agreement	<p>We may sell, transfer or assign this Agreement and the Account. We may do so at any time without notifying you. You may not sell, assign or transfer the Account or any of your obligations under this Agreement.</p>
Assigning claims	<p>If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You and any Additional Cardmembers agree not to pursue any claim against the merchant for the credited amount. And you and any Additional Cardmembers must cooperate with us if we decide to do so.</p>
We do not waive our rights	<p>We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.</p>
Governing law	<p>Utah law and federal law govern this Agreement and the Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold the Account in Utah. We entered into this Agreement with you in Utah.</p>
Notice to Oregon Residents	<p>Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.</p>
Notice for residents of Washington State	<p>In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit; or our failure to post such credit to your account within three working days of our receipt of the credit.</p>

Resolution

 er concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, **you and us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim; dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

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

Mediation

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

Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration.

Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

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

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

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without

waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

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

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

Arbitration Fees and Costs

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

Additional Arbitration Awards

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

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written **rejection notice** to us at: American Express, P.O. Box 981556, El Paso, TX 79998; Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for

any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your

ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account

(in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.





Agreement for Transferring Funds Electronically

This 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.

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 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, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

How to stop AutoPay payments

The following terms do not apply to certain AutoPay programs and options where a business bank account is used for the transaction, and the specific terms and conditions of those programs and options will define any applicable notice and cancellation terms:

- (1) 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.
- (2) We will tell you, at least 10 days before each payment, when it will be made and how much it will be.
- (3) 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 that a transaction has been made without your permission using your card or information about your card account. 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).

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 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.

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 (of the day we decide we need more time) 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 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:

Billing Dispute Procedure

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

American Express
PO Box 981535
El Paso TX 79998-1535

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question, nor report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we will not report you as delinquent without also reporting that you are questioning your bill. We will tell you the name of anyone to whom we reported you as delinquent, and we will let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.



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FACTS

WHAT DOES AMERICAN EXPRESS DO WITH YOUR PERSONAL INFORMATION?

Why?	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.
What?	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"> • Social Security number and income • transaction history and account history • insurance claim history and credit history
How?	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?
For our everyday business purposes? such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes? to offer our products and services to you.	Yes	No (but please see the "To limit direct marketing" box below for information about additional privacy choices)
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes? information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes? information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No (although we may share aggregated or de-identified data)	We don't share personal information

To limit our sharing	<ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call 1-855-297-7748 - our menu will prompt you through your choice(s) <p>Please note: 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>
To limit direct marketing	<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"> • Visit us online: www.americanexpress.com/communications or • Call 1-855-297-7748 (except for choices about e-mail communications)
Questions?	Call 1-800-528-4800 or go to www.americanexpress.com/contact .

 are	
providing this	American Express Travel Related Services Company, Inc. and other American Express Affiliates that provide financial products or services, including American Express Centurion Bank, American Express Bank, FSB, and AMEX Assurance Company.
What we do	
How does American Express protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Express collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • open an account or pay your bills • give us your income information or give us your contact information • use your credit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing of personal information?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with the American Express name, including financial companies such as American Express Travel Related Services Company, Inc. and nonfinancial companies such as American Express Publishing. Affiliates may also include other companies related by common ownership or control, such as Serve Virtual Enterprises, Inc. and AMEX Assurance Company, a provider of American Express Card-related insurance services.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Nonaffiliates with which we share personal information include service providers, including, for example, direct marketers, that perform services or functions on our behalf.</i>
Joint marketing	A formal agreement between nonaffiliated companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners include financial companies.</i>

Other important information	
<p>We may transfer personal information to other countries, for example, for customer service or to process transactions.</p> <p>AMEX Assurance Company customers. You may have the right to access and correct recorded personal information. Personal information may be disclosed by us to detect fraud or misrepresentation, to verify insurance coverage, to an insurance regulatory authority, law enforcement or other governmental authority pursuant to law, or to a group policyholder for purposes of reporting claims experience or conducting an audit. Personal information related to insurance claim activity obtained from a report prepared by an insurance support organization on our behalf may be retained by such organization and disclosed as required by law. State law may be more protective than federal law.</p> <p>California: If your American Express account has a California billing address, we will not share your personal information except to the extent permitted under California law.</p> <p>Vermont: If your American Express account has a Vermont billing address, we will automatically treat your account as if you have directed us not to share information about your creditworthiness with our Affiliates.</p>	

EXHIBIT B





Business Cash Rebate Card

SITE STREET
JAMES FLANNIGAN

Closing Date 03/18/15 Next Closing Date 04/17/15



p: 1/11

Account Ending 0000

New Balance \$33,028.72

Minimum Payment Due \$5,084.00

Includes the past due amount of \$3,886.00

Payment Due Date 04/12/15 †

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee of up to \$38.00 and your Purchase APR may be increased to the Penalty APR of 27.24%.

Get cash back for eligible purchases when you use the Card.

For more details about Rewards, please visit americanexpress.com/rewardsinfo

Account Summary

Previous Balance	\$32,236.64
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$38.00
Interest Charged	+\$754.08

New Balance	\$33,028.72
Minimum Payment Due	\$5,084.00

Credit Limit	\$30,400.00
Available Credit	\$0.00
Cash Advance Limit	\$0.00
Available Cash	\$0.00

Days in Billing Period: 31

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay:	You will pay off the balance shown on this statement in about:	And you will pay an estimated total of:
Only the Minimum Payment Due	30 years	\$69,334

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is past due and overlimit. If you would like to receive e-mail alerts about payments, spending or fraud protection, you can sign up at americanexpress.com/alerts.

See Page 5 for Important Changes to Your Account Terms.

See Page 7 for Important Changes to Your Agreement for Transferring Funds Electronically.

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

Payment Coupon
Do not staple or use paper clips

Pay by Computer
open.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0000

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

JAMES FLANNIGAN
SITE STREET
8601 ANDERSON ML RD.
APT. 1023
AUSTIN TX 78729-4723

Payment Due Date
04/12/15

New Balance
\$33,028.72

Minimum Payment Due
\$5,084.00

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

\$ _____
Amount Enclosed

0000349990489513798 003302872000508400 14 H

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 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 calculate the ADB and interest results in daily compounding of interest.*


Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

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 (such as airlines) 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	1-800-521-6121	Hearing Impaired
	International Collect	1-623-492-7719	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-800-521-6121	FAX: 1-800-695-9090
	Cash Advance at ATMs Inquiries	1-800-CASH-NOW	In NY: 1-800-522-1897

	Website: americanexpress.com
	Mobile Site: amexmobile.com
Customer Care & Billing Inquiries	Payments
P.O. BOX 981535	P.O. BOX 650448
EL PASO, TX	DALLAS TX
79998-1535	75265-0448

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- 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.



Business Cash Rebate Card
 1517 SITE STREET
 JAMES FLANNIGAN
 (Closing Date) 03/18/15

OPENSM

03/3/11

Account Ending 000

Fees

	Amount
03/12/15 Late Payment Fee	\$38.00
Total Fees for this Period	\$38.00

Interest Charged

	Amount
03/18/15 Interest Charge on Purchases	\$754.08
Total Interest Charged for this Period	\$754.08

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2015 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2015	\$113.00
Total Interest in 2015	\$2,139.43

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account:

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	27.24% (v)	\$32,607.35	\$754.08
Cash Advances	27.24% (v)	\$0.00	\$0.00
Total			\$754.08

(v) Variable Rate

Cash Rebate Summary



JAMES FLANNIGAN
 Card Ending 000

Your accumulated eligible spending is \$0.00. Your annual Cash Rebate Reward will be credited to your account in January.
 Cash Rebate calculation: First \$3,000 = 0.50%, \$3,000.01 up to \$7,000 = 1%, spending over \$7,000 = 2%.

You will receive your Annual Cash Rebate on your January statement as long as your account is in good standing. Remember, the more you use your Business Cash Rebate Card for purchases, the greater your Cash Rebate will be.



Business Cash Rebate Card

SITE STREET
JAMES FLANNIGAN
Closing Date 03/18/15



03/15/11

Account Ending 000

Notice of Important Changes to the Billing Disputes Procedure

We are making two changes to the disclosure that describes our *Billing Disputes Procedure* in the American Express Cardmember Agreement ("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. See the chart below for a summary of the changes and see the following page for a more detailed description.

Summary of Changes	
What Will Happen After We Receive Your Letter	<p>We are removing the 90 days limitation on our investigation. While we may continue to perform investigations into any inquiry regarding any potential errors, we do not have to complete that investigation within 90 days.</p> <p>In addition, we are removing the following language: "If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct."</p>

See reverse side for detailed changes.

Detail of Important Changes to Your Cardmember Agreement

We are making changes to the American Express Cardmember Agreement ("Agreement") governing your Account referenced in this notice. Any language in the Agreement contrary to or conflicting with terms amended below is replaced fully and completely. All terms of the Agreement not amended herein remain in full force and effect. 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.

Billing Disputes Procedure

Effective April 1, 2015, the *Billing Disputes Procedure* section in Part 2 of the Cardmember Agreement is amended by deleting the *Billing Disputes Procedure* section and replacing it with the following:

Billing Disputes Procedure

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

American Express
PO Box 981535
El Paso TX 79998-1535

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled; if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to

investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question, nor report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we will not report you as delinquent without also reporting that you are questioning your bill. We will tell you the name of anyone to whom we reported you as delinquent, and we will let those organizations know when the matter has been settled between us.



Business Cash Rebate Card

SITE STREET
JAMES FLANNIGAN
Closing Date 03/18/15

OPEN

p. 7/11

Account Ending **000**

Important Change to Your Agreement for Transferring Funds Electronically

We are making a change to Your Agreement for Transferring Funds Electronically (the "EFT Agreement"). A summary of the change 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 Change	
In case of errors or questions	We are clarifying that if we need more time to investigate after you have reported an error to us, we will credit your bank account within 10 business days.

See the following pages for your new EFT Agreement

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.

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 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, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

How to stop AutoPay payments

The following terms do not apply to certain AutoPay programs and options, where a business bank account is used for the transaction, and the specific terms and conditions of those programs and options will define any applicable notice and cancellation terms:

(1) 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.

(2) We will tell you, at least 10 days before each payment, when it will be made and how much it will be.

(3) 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 that a transaction has been made without your permission using your card or information about your card account. 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). 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 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.

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 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 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:



Business Cash Rebate Card

SITE STREET
JAMES FLANNIGAN
Closing Date 03/18/15



Account Ending 000

- 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.



OPEN Savings® Summary

p. 11/11

SITE STREET
JAMES FLANNIGAN

Closing Date: 03/18/15

Account Ending [REDACTED] 000

Discounts:	
This Period	\$0.00
Year to Date	\$0.00

Remember, you can get discounts in the form of statement credits on eligible purchases with OPEN Savings® partners automatically when you use your Business Card from American Express OPEN. Learn more at opensavings.com.

Discounts will be applied in the form of a statement credit. For full terms and conditions go to opensavings.com.

DUPLICATE COPY



p. 1/5



Business Cash Rebate Card

SITE STREET

JAMES FLANNIGAN

Closing Date 02/15/15 Next Closing Date 03/18/15

OPEN_{SM}

Account Ending **000**

New Balance **\$32,236.64**

Minimum Payment Due **\$3,886.00**

Includes the past due amount of \$2,809.00

Payment Due Date **03/12/15†**

† **Late Payment Warning:** If we do not receive your Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee of up to \$38.00 and your Purchase APR may be increased to the Penalty APR of 27.24%.

Get cash back for eligible purchases when you use the Card.

Account Summary

Previous Balance **\$31,533.21**

Payments/Credits **-\$0.00**

New Charges **+\$0.00**

Fees **+\$38.00**

Interest Charged **+\$665.43**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	30 years	\$69,065

New Balance **\$32,236.64**

Minimum Payment Due **\$3,886.00**

Credit Limit **\$30,400.00**

Available Credit **\$0.00**

Cash Advance Limit **\$1,000.00**

Available Cash **\$0.00**

Days In Billing Period: 28

If you would like information about credit counseling services, call 1-888-733-4139.

Customer Care

See page 2 for important information about your account.

Pay by Computer
open.com/psc

▼ **Your account is past due and overlimit.** If you would like to receive e-mail alerts about payments, spending or fraud protection, you can sign up at americanexpress.com/alerts.

Customer Care **Pay by Phone**
1-800-521-6121 1-800-472-9297

See page 2 for additional information.

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

Payment Coupon
Do not staple or use paper clips

Pay by Computer
open.com/psc

Pay by Phone
1-800-472-9297

Account Ending **000**

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

JAMES FLANNIGAN
SITE STREET
8601 ANDERSON ML RD
APT 1023
AUSTIN TX 78729-4723

Payment Due Date
03/12/15

New Balance
\$32,236.64

Minimum Payment Due
\$3,886.00

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

\$ _____
Amount Enclosed



0000349990489513798 003223664000388600 14 H

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 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 calculate the ADB and interest results in daily compounding of interest.*


Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

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 (such as airlines) 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 Cash Advance at ATMs Inquiries	1-800-521-6121	Hearing Impaired
	1-623-492-7719	TTY: 1-800-221-9950
	1-800-521-6121	FAX: 1-800-695-9090
	1-800-CASH-NOW	In NY: 1-800-522-1897

 Website: americanexpress.com Mobile Site: amexmobile.com								
<table> <tr> <td>Customer Care & Billing Inquiries</td> <td>Payments</td> </tr> <tr> <td>P.O. BOX 981535</td> <td>P.O. BOX 650448</td> </tr> <tr> <td>EL PASO, TX</td> <td>DALLAS, TX</td> </tr> <tr> <td>79998-1535</td> <td>75265-0448</td> </tr> </table>	Customer Care & Billing Inquiries	Payments	P.O. BOX 981535	P.O. BOX 650448	EL PASO, TX	DALLAS, TX	79998-1535	75265-0448
Customer Care & Billing Inquiries	Payments							
P.O. BOX 981535	P.O. BOX 650448							
EL PASO, TX	DALLAS, TX							
79998-1535	75265-0448							

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- 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	<input type="text"/>
City, State	<input type="text"/>
Zip Code	<input type="text"/>
Area Code and Home Phone	<input type="text"/>
Area Code and Work Phone	<input type="text"/>
Email	<input type="text"/>

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.



Business Cash Rebate Card
 SITE STREET
 JAMES FLANNIGAN
 Closing Date 02/15/15

OPEN_{SM}

Account Ending XXXX 000

Fees

	Amount
02/12/15 Late Payment Fee	\$38.00
Total Fees for this Period	\$38.00

Interest Charged

	Amount
02/15/15 Interest Charge on Purchases	\$665.43
Total Interest Charged for this Period	\$665.43

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2015 Fees and Interest Totals Year-to-Date

	Amount
Total Fees In 2015	\$75.00
Total Interest In 2015	\$1,385.35

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	27.24% (v)	\$31,856.91	\$665.43
Cash Advances	27.24% (v)	\$0.00	\$0.00
Total			\$665.43

(v) Variable Rate

Cash Rebate Summary



JAMES FLANNIGAN
 Card Ending XXXX 000

Your accumulated eligible spending is \$0.00. Your annual Cash Rebate Reward will be credited to your account in January.
 Cash Rebate calculation: First \$3,000 = 0.50%; \$3000.01 up to \$7,000 = 1%; spending over \$7,000 = 2%.

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JAMES FLANNIGAN

Account Ending [REDACTED] 000

p. 4/5

You will receive your Annual Cash Rebate on your January statement as long as your account is in good standing. Remember, the more you use your Business Cash Rebate Card for purchases, the greater your Cash Rebate will be.

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OPEN Savings® Summary

SITE STREET
JAMES FLANNIGAN

Closing Date 02/15/15

Account Ending ████████ 000

Discounts	
This Period	\$0.00
Year to Date	\$0.00

Remember, you can get discounts in the form of statement credits on eligible purchases with OPEN Savings® partners automatically when you use your Business Card from American Express OPEN. Learn more at opensavings.com.

Discounts will be applied in the form of a statement credit. For full terms and conditions go to opensavings.com.

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Business Cash Rebate Card

SITE STREET
JAMES FLANNIGAN

Closing Date 01/18/15 Next Closing Date 02/15/15

OPEN

p. 1/5

Account Ending 000

New Balance	\$31,533.21
Minimum Payment Due	\$2,809.00
Includes the past due amount of \$1,708.00	
Payment Due Date	02/12/15†

† **Late Payment Warning:** If we do not receive your Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee of up to \$38.00 and your Purchase APR may be increased to the Penalty APR of 27.24%.

Get cash back for eligible purchases when you use the Card.

Account Summary

Previous Balance	\$30,776.29
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$37.00
Interest Charged	+\$719.92

New Balance	\$31,533.21
Minimum Payment Due	\$2,809.00

Credit Limit	\$30,400.00
Available Credit	\$0.00
Cash Advance Limit	\$1,000.00
Available Cash	\$0.00
Days in Billing Period:	31

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	30 years	\$68,528

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

▼ **Your account is past due and overlimit.** If you would like to receive e-mail alerts about payments, spending or fraud protection, you can sign up at americanexpress.com/alerts.

As a reminder, as of 12/19/2014, our records indicate that your account is enrolled in one or more optional product(s) which may generate a charge to your account. Please see **Page 3** for more details.

Customer Care

Pay by Computer
open.com/pbc

Customer Care Pay by Phone
1-800-521-6121 1-800-472-9297

See page 2 for additional information.

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

Payment Coupon
Do not staple or use paper clips

Pay by Computer
open.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 000

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

JAMES FLANNIGAN
SITE STREET
8601 ANDERSON ML RD
APT 1023
AUSTIN TX 78729-4723

Payment Due Date	02/12/15
New Balance	\$31,533.21
Minimum Payment Due	\$2,809.00

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

\$ _____
Amount Enclosed



0000349990489513798 003153321000280900 14 H

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 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 calculate the ADB and interest results in daily compounding of interest.*


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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	1-800-521-6121	Hearing Impaired
	International Collect	1-623-492-7719	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-800-521-6121	FAX: 1-800-695-9090
	Cash Advance at ATMs Inquiries	1-800-CASH-NOW	In NY: 1-800-522-1897

	Website: americanexpress.com Mobile Site: amexmobile.com
Customer Care & Billing Inquiries	Payments
P.O. BOX 981535 EL PASO, TX 79998-1535	P.O. BOX 650448 DALLAS TX 75265-0448

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

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

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.



Business Cash Rebate Card
 SITE STREET
 JAMES FLANNIGAN
 Closing Date 01/18/15



Account Ending 0000

Fees

	Amount
01/12/15 Late Payment Fee	\$37.00
Total Fees for this Period	\$37.00

Interest Charged

	Amount
01/18/15 Interest Charge on Purchases	\$719.92
Total Interest Charged for this Period	\$719.92

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2015 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2015	\$37.00
Total Interest in 2015	\$719.92

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	27.24% (v)	\$31,130.34	\$719.92
Cash Advances	27.24% (v)	\$0.00	\$0.00
Total			\$719.92

(v) Variable Rate

Enrollment in Travel Delay Protection

This is a reminder that you are currently enrolled in Travel Delay Protection*. This optional insurance product can provide secondary coverage for expense reimbursement for hotel, transportation, food and necessities when experiencing a qualifying delay on a covered trip. If you choose to cancel your enrollment or require additional information regarding your enrollment, please contact us at the number listed on the back of your card.

*Underwritten by AMEX Assurance Company. Terms, conditions, and exclusions apply.

Enrollment in Premium Baggage Protection

This is a reminder that you are currently enrolled in Premium Baggage Protection*. This optional insurance product can provide primary coverage for lost, stolen, damaged or delayed baggage when traveling on a covered trip. If you choose to cancel your enrollment or require additional information regarding your enrollment, please contact us at the number listed on the back of your card.

*Underwritten by AMEX Assurance Company. Terms, conditions, and exclusions apply.

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EX-1234

JAMES FLANNIGAN

Account Ending 0000

p. 4/5

Enrollment in Automatic Flight Insurance

This is a reminder that you are currently enrolled in Automatic Flight Insurance*. This optional insurance product can provide coverage for accidental death and dismemberment when flying on a covered trip. If you choose to cancel your enrollment or require additional information regarding your enrollment, please contact us at the number listed on the back of your card.

*Underwritten by AMEX Assurance Company. Terms, conditions, and exclusions apply.

Cash Rebate Summary



JAMES FLANNIGAN

Card Ending 0000

Your accumulated eligible spending is \$4,768.83. Your annual Cash Rebate Reward will be credited to your account in January.

Cash Rebate calculation: First \$3,000 = 0.50%, \$3000.01 up to \$7,000 = 1%, spending over \$7,000 = 2%.

You will receive your Annual Cash Rebate on your January statement as long as your account is in good standing. Remember, the more you use your Business Cash Rebate Card for purchases, the greater your Cash Rebate will be.



OPEN Savings® Summary

SITE STREET
JAMES FLANNIGAN

Closing Date 01/18/15

Account Ending ████████ 0000

Discounts	
This Period	\$0.00
Year to Date	\$0.00

Remember, you can get discounts in the form of statement credits on eligible purchases with OPEN Savings® partners automatically when you use your Business Card from American Express OPEN. Learn more at opensavings.com.

Discounts will be applied in the form of a statement credit. For full terms and conditions go to opensavings.com.

Automatically get a 5% discount credited to your statement when you use your Card for eligible purchases with OPEN Savings partners. Visit opensavings.com for details.



Discounts will be credited to your statement. Merchant participation and offers are subject to change without notice. Maximum annual savings caps and exclusions may apply. See individual OPEN Savings partner terms and conditions located at opensavings.com.

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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.

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Business Cash Rebate Card

SITE STREET
JAMES FLANNIGAN
Closing Date 12/18/14

Next Closing Date 01/18/15

OPEN

p. 1/11

Account Ending 0000

New Balance	\$30,776.29
Minimum Payment Due	\$1,708.00
Includes the past due amount of \$659.00	
Payment Due Date	01/12/15*

*Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee of up to \$37.00 and your Purchase APR may be increased to the Penalty APR of 27.24%.

Total Savings Year-to-Date
\$0.01

For details, please see your OPEN Savings Summary

Account Summary

Previous Balance	\$29,843.62
Payments/Credits	-\$0.00
New Charges	+\$196.27
Fees	+\$37.00
Interest Charged	+\$699.40

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	30 years	\$68,507

If you would like information about credit counselling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is past due and overlimit. If you would like to receive e-mail alerts about payments, spending or fraud protection, you can sign up at americanexpress.com/alerts.

See Page 7 for an Important Privacy Notice and the following pages for important notices about Billing Dispute Procedures, Electronic Fund Transfer Error Resolution and a notice for WA residents.

Your AutoPay has been cancelled. Please make any payments using the payment coupon provided.

New Balance	\$30,776.29
Minimum Payment Due	\$1,708.00

Credit Limit	\$30,400.00
Available Credit	\$0.00
Cash Advance Limit	\$1,000.00
Available Cash	\$0.00

Days In Billing Period: 31

Customer Care

Pay by Computer
open.com/pbc

Customer Care 1-800-521-6121
Pay by Phone 1-800-472-9297

See page 2 for additional information.

Continued on Page 3

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

Payment Coupon
Do not staple or use paper clips

Pay by Computer
open.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0000

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

JAMES FLANNIGAN
SITE STREET
8601 ANDERSON ML RD
APT 1023
AUSTIN TX 78729-4723

Payment Due Date	01/12/15
New Balance	\$30,776.29
Minimum Payment Due	\$1,708.00

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

Amount Enclosed



0000349990489513796 003077629000170800 14 H

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 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 calculate the ADB and interest results in daily compounding of interest.


Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

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 (such as airlines) 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	1-800-521-6121	Hearing Impaired
	International Collect	1-623-492-7719	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-800-521-6121	FAX: 1-800-695-9090
	Cash Advance at ATMs Inquiries	1-800-CASH-NOW	In NY: 1-800-522-1897

	Website: americanexpress.com
	Mobile Site: amexmobile.com
Customer Care & Billing Inquiries	Payments
P.O. BOX 981535	P.O. BOX 650448
EL PASO, TX	DALLAS, TX
79998-1535	75265-0448

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- 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.



Business Cash Rebate Card
 SITE STREET
 JAMES FLANNIGAN
 Closing Date 12/18/14



Account Ending XXXX 000

① Effective March 1, 2015, Carey will no longer participate in the OPEN Savings program. Any amounts that are charged to your account for Carey purchases on or after March 1, 2015, will not be eligible for the OPEN Savings benefit.

Payments and Credits

Summary

	Total
Payments	\$0.00
Credits	\$0.00
Total Payments and Credits:	\$0.00

Detail *Indicates posting date

Payments	Amount
12/12/14* AUTOPAY PAYMENT RECEIVED - THANK YOU WELLS FARGO BANK, NA	-\$659.00
12/12/14* RETURNED AUTOPAY (DEROGATORY) TRANSACTION PROCESSED BY AMERICAN EXPRESS	\$659.00

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New Charges

Summary

	Total
Total New Charges	\$196.27

Detail



JAMES FLANNIGAN
 Card Ending XXXX 000

	Amount
12/03/14 CONAN'S PIZZA INC AUSTIN TX 100003058 78705	\$30.58
12/07/14 Starbucks #09676 AusAustin TX FAST FOOD RESTAURANT	\$5.68
12/07/14 SHELL OIL 5754544900AUSTIN TX GAS STATION	\$20.00
12/08/14 HEB #269 00000000087AUSTIN TX 9999999999	\$34.72
12/08/14 AUSTIN JAVA PARKWAY AUSTIN TX 512-804-0326 Description FAST FOOD RESTAURANT	\$5.75
12/10/14 Starbucks #06373 AusAustin TX FAST FOOD RESTAURANT	\$5.68
12/11/14 Starbucks #06373 AusAustin TX FAST FOOD RESTAURANT	\$4.93
12/12/14 Starbucks #06373 AusAustin TX FAST FOOD RESTAURANT	\$13.80

Continued on reverse.

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JAMES FLANNIGAN

Account Ending ████████ 000

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Detail Continued

			Amount
12/12/14	HEB #024 00000000087AUSTIN 9999999999	TX	\$31.16
12/13/14	Starbucks #06373 AusAustin FAST FOOD RESTAURANT	TX	\$5.68
12/14/14	Starbucks #06373 AusAustin FAST FOOD RESTAURANT	TX	\$5.68
12/15/14	Starbucks #06373 AusAustin FAST FOOD RESTAURANT	TX	\$5.68
12/15/14	Starbucks #06373 AusAustin FAST FOOD RESTAURANT	TX	\$5.79
12/15/14	SHELL OIL 5754208690AUSTIN AUTO FUEL DISPENSER	TX	\$21.14

Fees *Indicates posting date

			Amount
12/16/14*	RETURNED PAYMENT FEE		\$37.00
Total Fees for this Period			\$37.00

Interest Charged

			Amount
12/18/14	Interest Charge on Purchases		\$699.40
Total Interest Charged for this Period			\$699.40

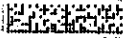
About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2014 Fees and Interest Totals Year-to-Date

		Amount
Total Fees In 2014		\$72.00
Total Interest In 2014		\$4,492.83

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Business Cash Rebate Card

SITE STREET
JAMES FLANNIGAN
Closing Date 12/18/14

OPEN

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Account Ending 000

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	27.24% (v)	\$30,243.17	\$699.40
Cash Advances	27.24% (v)	\$0.00	\$0.00
Total			\$699.40

(v) Variable Rate

Cash Rebate Summary



JAMES FLANNIGAN

Card Ending 000

Your accumulated eligible spending is \$4,768.83. Your annual Cash Rebate Reward will be credited to your account in January.
Cash Rebate calculation: First \$3,000 = 0.50%, \$3000.01 up to \$7,000 = 1%, spending over \$7,000 = 2%.

You will receive your Annual Cash Rebate on your January statement as long as your account is in good standing. Remember, the more you use your Business Cash Rebate Card for purchases, the greater your Cash Rebate will be.

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JAMES FLANNIGAN

Account Ending [REDACTED] 000

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Business Cash Rebate Card

SITE STREET
 JAMES FLANNIGAN
 Closing Date 12/18/14

Account Ending 000

Rev. 9/2012

FACTS WHAT DOES AMERICAN EXPRESS DO WITH YOUR PERSONAL INFORMATION?

Why?	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.
What?	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"> • Social Security number and income • transaction history and account history • insurance claim history and credit history
How?	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.

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

To limit our sharing	<ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call us at 1-855-297-7748 - our menu will prompt you through your choices <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>
To limit direct marketing	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: <ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call us at 1-855-297-7748 (except for choices about e-mail communications)
Questions?	Call 1-800-528-4800 or go to americanexpress.com/contact .

Who we are	
Who is providing this notice?	American Express Travel Related Services Company, Inc. and other American Express Affiliates that provide financial products or services, including American Express Centurion Bank, American Express Bank, FSB, and AMEX Assurance Company.
What we do	
How does American Express protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Express collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • open an account or pay your bills • give us your income information or give us your contact information • use your credit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing of personal information?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our affiliates include companies with the American Express name, including financial companies such as American Express Travel Related Services Company, Inc. and nonfinancial companies such as American Express Publishing. Affiliates may also include other companies related by common ownership or control, such as Serve Virtual Enterprises, Inc. and AMEX Assurance Company, a provider of American Express Card-related insurance services.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates with which we share personal information include service providers, including, for example, direct marketers, that perform services or functions on our behalf.
Joint marketing	A formal agreement between nonaffiliated companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include financial companies.

Other important information

We may transfer personal information to other countries, for example, for customer service or to process transactions.

AMEX Assurance Company customers: You may have the right to access and correct recorded personal information. Personal information may be disclosed by us to detect fraud or misrepresentation, to verify insurance coverage, to an insurance regulatory authority, law enforcement or other governmental authority pursuant to law, or to a group policyholder for purposes of reporting claims experience or conducting an audit. Personal information related to insurance claim activity obtained from a report prepared by an insurance-support organization on our behalf may be retained by such organization and disclosed as required by law. State law may be more protective than federal law.

California: If your American Express account has a California billing address, we will not share your personal information except to the extent permitted under California law.

Vermont: If your American Express account has a Vermont billing address, we will automatically treat your account as if you have directed us not to share information about your creditworthiness with our affiliates.



Business Cash Rebate Card

SITE STREET
 JAMES FLANNIGAN
 Closing Date 12/18/14

OPENSM

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Account Ending 000

Billing Dispute Procedures**What To Do If You Find a Mistake on Your Statement**

If you think there is an error on your statement, write to us at:

American Express

PO Box 981535

El Paso TX 79998-1535

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** Describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

Annual EFT Error Resolution Notice

This notice is to inform you about how you should notify us of errors or questions regarding any electronic payments from a consumer bank account you make to American Express using Pay By Phone, Pay By Computer, or any other American Express electronic payment service.

In case of errors or questions about your Electronic Transfers, please contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared or question arose.

When you contact us, please provide the following information:

- (1) Your name and card account number.
- (2) Description of the error or the transfer you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- (3) The dollar amount of the suspected error.

If you notify us by phone, we may require that you send us your complaint or question in writing within 10 business days of the call.

We will determine whether an error occurred within 10 business days and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your consumer bank account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us 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 account.

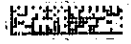
For errors involving point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

We will tell you the results within three 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 there was 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 our electronic transfer services.

Notice for residents of Washington State

In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.



OPEN Savings® Summary

SITE STREET
JAMES FLANNIGAN

Closing Date 12/18/14

Account Ending 0000

Discounts	
This Period	\$0.00
Year to Date	\$0.01

Remember, you can get discounts in the form of statement credits on eligible purchases with OPEN Savings® partners automatically when you use your Business Card from American Express OPEN. Learn more at opensavings.com.

OPEN Savings Benefits	This Period		Year to Date	
Offer Description	Transactions	Savings Earned	Transactions	Savings Earned
FedEx Office - opensavings.com	\$0.00	\$0.00	\$0.11	\$0.01
Ongoing Benefits Total	\$0.00	\$0.00	\$0.11	\$0.01
Grand Totals		\$0.00		\$0.01

Discounts will be applied in the form of a statement credit. For full terms and conditions go to opensavings.com.

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Save up to 10% on eligible purchases with these OPEN Savings partners.
Visit opensavings.com for details.



Discounts will be credited to your statement. Merchant participation and offers are subject to change without notice. Maximum annual savings caps and exclusions may apply. See individual OPEN Savings partner terms and conditions located at opensavings.com.

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.

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Business Cash Rebate Card

SITE STREET
JAMES FLANNIGAN
Closing Date 11/17/14

Next Closing Date 12/18/14

OPEN

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Account Ending 000

New Balance	\$29,843.62
Minimum Payment Due	\$659.00
Payment Due Date	12/12/14*

*Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee of up to \$37.00 and your Purchase APR may be increased to the Penalty APR of 27.24%.

Total Savings Year-to-Date
\$0.01

For details, please see your OPEN Savings Summary

Account Summary

Previous Balance	\$30,132.96
Payments/Credits	-\$654.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$364.66

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	30 years	\$64,191
\$1,024	3 years	\$36,864 (Savings = \$27,327)

New Balance	\$29,843.62
Minimum Payment Due	\$659.00

Credit Limit	\$30,400.00
Available Credit	\$556.38
Cash Advance Limit	\$1,000.00
Available Cash	\$556.38
Days In Billing Period:	31

Customer Care

Pay by Computer
open.com/abc

Customer Care Pay by Phone
1-800-521-6121 1-800-472-9297

See page 2 for additional information.

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

See Page 5 for Important Changes to Your Account Terms

See Page 7 for Important Changes to OPEN Savings partners

Continued on Page 3

Payment Coupon
Do not staple or use paper clips

Pay by Computer
open.com/abc

Pay by Phone
1-800-472-9297

Account Ending 000

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

JAMES FLANNIGAN
SITE STREET
13729 RSR BLVD # 610
STREET
AUSTIN TX 78729

Payment Due Date	12/12/14
New Balance	\$29,843.62
AutoPay Amount	\$659.00

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

\$ _____
Amount Enclosed



0000349990489513798 002984362000065900 14 H

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 canceled 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 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 calculate the ADB and interest results in daily compounding of interest.

Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

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 (such as airlines) 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
Cash Advance at ATMs Inquiries

1-800-521-6121
1-623-492-7719
1-800-521-6121
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

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

[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 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.



Business Cash Rebate Card

SITE STREET
 JAMES FLANNIGAN
 Closing Date 11/17/14



Account Ending 000

- ① We will debit your bank account for your payment of \$659.00 on 12/12/14. This date may not be the same date your bank will debit your bank account. Any inquiry to American Express concerning this debit should be made by 12/10/14. If your AutoPay payment is less than your Minimum Payment Due, we must receive an additional payment for at least the difference by 12/12/14.
- ① Effective March 1, 2015, Carey will no longer participate in the OPEN Savings program. Any amounts that are charged to your account for Carey purchases on or after March 1, 2015, will not be eligible for the OPEN Savings benefit.

Payments and Credits

Summary

	Total
Payments	-\$654.00
Credits	\$0.00
Total Payments and Credits	-\$654.00

Detail *indicates posting date

Payments	Amount
11/11/14* AUTOPAY PAYMENT RECEIVED - THANK YOU WELLS FARGO BANK, NA	-\$654.00

Fees

	Amount
Total Fees for this Period	\$0.00

Interest Charged

	Amount
11/17/14 Interest Charge on Purchases	\$364.66
Total Interest Charged for this Period	\$364.66

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2014 Fees and Interest Totals Year-to-Date

	Amount
Total Fees In 2014	\$35.00
Total Interest In 2014	\$3,793.43

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12/31/2011

JAMES FLANNIGAN

Account Ending 0000

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Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	14.24% (v)	\$30,162.05	\$364.66
Cash Advances	21.24% (v)	\$0.00	\$0.00
Total			\$364.66

(v) Variable Rate

Cash Rebate Summary



JAMES FLANNIGAN
Card Ending 0000

Your accumulated eligible spending is \$4,572.56. Your annual Cash Rebate Reward will be credited to your account in January.
Cash Rebate calculation: First \$3,000 = 0.50%, \$3000.01 up to \$7,000 = 1%, spending over \$7,000 = 2%.

You will receive your Annual Cash Rebate on your January statement as long as your account is in good standing. Remember, the more you use your Business Cash Rebate Card for purchases, the greater your Cash Rebate will be.



Business Cash Rebate Card

SITE STREET
JAMES FLANNIGAN
Closing Date 11/17/14

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OPENSM



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Account Ending: 0000

Important Changes to Your Account Terms

We are making changes to the American Express Cardmember Agreement ("Agreement") and other terms governing your account. 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.

Summary of Changes	
Late Payment Fee	Effective February 1, 2015, the late payment fee on your account is increasing to up to \$38 (previously, this was \$37).
Returned Payment Fee	Effective February 1, 2015, the returned payment fee is increasing to \$38 (previously, this was \$37).
Determining the Prime Rate	We are clarifying that to calculate interest we use the Prime Rate published in the rates section of <i>The Wall Street Journal</i> .

See reverse side for detailed changes.

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Detail of Changes to Your Account Terms

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 is 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 Fee and Returned Payment Fee

Effective February 1, 2015:

- The Penalty Fees row contained in the *Rates and Fees Table* of Part 1 of the Cardmember Agreement is modified by deleting all references to \$37 and replacing them with \$38.
- The Late Payment row contained in the *How Rates and Fees Work* section of Part 1 of the Cardmember Agreement is modified by deleting all references to \$37 and replacing them with \$38.
- The Returned Payment row contained in the *How Rates and Fees Work* section of Part 1 of the Cardmember Agreement is modified by deleting the reference to \$37 and replacing it with \$38.

Determining the Prime Rate

Effective February 1, 2015, the *Determining the Prime Rate* section of 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*."



SITE STREET
JAMES FLANNIGAN
Closing Date 11/17/14

Account Ending 0000

Notice of Important Changes to Your OPEN Savings® Benefit

We are making changes to your OPEN Savings benefits. A summary of the changes appears below. The detailed changes to your Cardmember Agreement and the relevant program terms can be found after the summary chart.

OPEN Savings Merchant Changes	HP Home & Home Office Store: The OPEN Savings benefit for eligible purchases with HP Home & Home Office Store, at shopping.hp.com, will be changed as follows:	
	Current	New (as of January 1, 2015)
	3% discount credited to your American Express statement OR 1 additional Membership Rewards® point on every eligible dollar for the first \$500 spent per calendar year	5% discount credited to your American Express statement OR 2 additional Membership Rewards points on every eligible dollar up to \$30,000 spent per calendar year
	5% discount OR 2 additional points for every eligible dollar spent over \$500 and up to \$1,500 per calendar year	
	10% discount OR 4 additional points on every eligible dollar spent over \$1,500 and up to \$30,000 per calendar year	
	Hertz®: The OPEN Savings benefit for eligible purchases with Hertz will be changed as follows:	
	Current	New (as of January 1, 2015)
	3% discount credited to your American Express statement OR 1 additional Membership Rewards point on every eligible dollar for the first \$500 spent per calendar year	5% discount credited to your American Express statement OR 2 additional Membership Rewards points on every eligible dollar spent
	5% discount OR 2 additional points for every eligible dollar spent over \$500 and up to \$2,000 per calendar year	
	10% discount OR 4 additional points on every eligible dollar spent over \$2,000 per calendar year	

Continued on next page

000077.7/100

Detail of Changes to Your OPEN Savings® Benefit Terms

The terms of the account referenced in or with this notice are subject to change in accordance with the OPEN Savings Benefit Terms ("Terms"). This notice formally amends the Terms as described below. Any terms 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.

Effective January 1, 2015, the benefit terms for the OPEN Savings benefits listed below are deleted and replaced with the following:

HP Home & Home Office Store

The OPEN Savings benefit for eligible purchases at HP Home & Home Office Store, at shopping.hp.com, is a 5% discount credited to your American Express statement OR 2 additional Membership Rewards® points on each eligible dollar spent up to \$30,000, per calendar year, per Card account.

Payment must be made with a Business Card from American Express OPEN. "Eligible" means total purchases per Card account in a calendar year up to \$30,000 made online at the HP Home & Home Office Store, at shopping.hp.com, or by calling 1-866-511-0279, excluding:

- gift cards,
- purchases made in retail stores, and
- purchases made at any other online website, including other sections of the HP website such as "Small and Medium Businesses".

General OPEN Savings terms and conditions also apply. Visit opensavings.com to learn more.

Here is how it works:

If your card is enrolled in the Membership Rewards program, you can select the way you're rewarded at opensavings.com. All other Cards not enrolled in Membership Rewards will receive automatic discounts credited to your billing statement.

ANNUAL ELIGIBLE SPEND AT HP HOME & HOME OFFICE STORE	Discounts**	OR	Membership Rewards**
Every eligible dollar spent up to \$30,000	5%		2 additional points per eligible dollar spent

** The relative value of these options will differ depending on how you use your Membership Rewards points. The redemption value of additional points that you receive under the Membership Rewards Points Benefit may be less than the dollar value of the discounts that you receive under the Discount Benefit. The option to choose Membership Rewards points as your OPEN Savings benefit applies only to Business Cards from American Express OPEN enrolled in the Membership Rewards program.

Hertz

The OPEN Savings benefit for eligible purchases at Hertz is a 5% discount credited to your American Express statement OR 2 additional Membership Rewards points on each eligible dollar spent.

Payment must be made with a Business Card from American Express OPEN. "Eligible" means total car rental spend per Card account in a calendar year at Hertz corporate-owned U.S. locations, and excludes Hertz On Demand. Car returns made at an independent licensee owned location will not be eligible for the benefit. General OPEN Savings terms and conditions also apply. Visit opensavings.com to learn more.

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OPENSM

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p. 9/11



Business Cash Rebate Card

SITE STREET
JAMES FLANNIGAN
Closing Date 11/17/14

Account Ending 0000

Here is how it works:

If your card is enrolled in the Membership Rewards program, you can select the way you're rewarded at opensavings.com. All other Cards not enrolled in Membership Rewards will receive automatic discounts credited to your billing statement.

ANNUAL ELIGIBLE SPEND AT HERTZ	Discounts**	OR	Membership Rewards**
Every eligible dollar spent	5%		2 additional points per eligible dollar spent

** The relative value of these options will differ depending on how you use your Membership Rewards points. The redemption value of additional points that you receive under the Membership Rewards Points Benefit may be less than the dollar value of the discounts that you receive under the Discount Benefit. The option to choose Membership Rewards points as your OPEN Savings benefit applies only to Business Cards from American Express OPEN enrolled in the Membership Rewards program.

000077 78/100

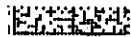
1037

JAMES FLANNIGAN

DUPLICATE COPY
Account Ending [REDACTED] 000

10/11

p. 10/11



OPEN Savings® Summary

SITE STREET
 JAMES FLANNIGAN
 Closing Date 11/17/14

Account Ending **0000**

Discounts	
This Period	\$0.00
Year to Date	\$0.01

Remember, you can get discounts in the form of statement credits on eligible purchases with OPEN Savings® partners automatically when you use your Business Card from American Express OPEN. Learn more at opensavings.com.

OPEN Savings Benefits	This Period		Year to Date	
Offer Description	Transactions	Savings Earned	Transactions	Savings Earned
FedEx Office - opensavings.com	\$0.00	\$0.00	\$0.11	\$0.01
Ongoing Benefits Total	\$0.00	\$0.00	\$0.11	\$0.01
Grand Totals		\$0.00		\$0.01

Discounts will be applied in the form of a statement credit. For full terms and conditions go to opensavings.com.

000077 79/100

Save up to 10% on eligible purchases with these OPEN Savings partners.
 Visit opensavings.com for details.



Discounts will be credited to your statement. Merchant participation and offers are subject to change without notice. Maximum annual savings caps and exclusions may apply. See individual OPEN Savings partner terms and conditions located at opensavings.com.

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.

DUPLICATE COPY

AMERICAN EXPRESS
p. 1/6



Business Cash Rebate Card
SITE STREET
JAMES FLANNIGAN
Closing Date 10/17/14

OPEN

Account Ending **000**

New Balance	\$30,132.96
Minimum Payment Due	\$654.00
Payment Due Date	11/12/14

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee of up to \$37.00 and your Purchase APR may be increased to the Penalty APR of 27.24%.

Total Savings Year-to-Date

\$0.01

For details, please see your OPEN Savings Summary

Account Summary

Previous Balance	\$30,438.36
Payments/Credits	-\$652.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$356.60

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	30 years	\$64,839
\$1,034	3 years	\$37,221 (Savings = \$27,618)

New Balance	\$30,132.96
Minimum Payment Due	\$654.00

Credit Limit	\$30,400.00
Available Credit	\$267.04
Cash Advance Limit	\$1,000.00
Available Cash	\$267.04
Days in Billing Period	30

Customer Care

Pay by Computer
open.com/pbc

Customer Care Pay by Phone
1-800-521-6121 1-800-472-9297

See page 2 for additional information.

See page 2 for important information about your account.

i We will debit your bank account for your payment of \$654.00 on 11/11/14. This date may not be the same date your bank will debit your bank account. Any inquiry to American Express concerning this debit should be made by 11/09/14. If your AutoPay payment is less than your Minimum Payment Due, we must receive an additional payment for at least the difference by 11/12/14.

Continued on Page 3

Payment Coupon
Do not staple or use paper clips

Pay by Computer
open.com/pbc

Pay by Phone
1-800-472-9297

Account Ending **000**

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

JAMES FLANNIGAN
SITE STREET
13729 RSR BLVD # 610
STREET
AUSTIN TX 78729

Payment Due Date	11/12/14
New Balance	\$30,132.96
AutoPay Amount	\$654.00

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

\$ _____
Amount Enclosed



0000349990489513798 003013296000065400 14 H

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 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 calculate the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

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 (such as airlines) 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
Cash Advance at ATMs Inquiries

1-800-521-6121 **Hearing Impaired**
 1-623-492-7719 TTY: 1-800-221-9950
 1-800-521-6121 FAX: 1-800-695-9090
 1-800-CASH-NOW 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

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.

DUPLICATE COPY



Business Cash Rebate Card
SITE STREET
JAMES FLANNIGAN
Closing Date 10/17/14

OPEN

p. 3/6

Account Ending 0000

SMALL BUSINESS SATURDAY® NOV 29

Small Business Saturday is a day dedicated to helping small businesses get more customers. Take advantage of free marketing materials to help promote your business on Nov 29. Terms & restrictions apply.

Get started at ShopSmall.com



Payments and Credits

Summary

	Total
Payments	-\$662.00
Credits	\$0.00
Total Payments and Credits	-\$662.00

Detail *Indicates posting date

Payments	Amount
10/12/14* AUTOPAY PAYMENT RECEIVED - THANK YOU WELLS FARGO BANK, NA	-\$662.00

Fees

	Amount
Total Fees for this Period	\$0.00

Interest Charged

	Amount
10/17/14 Interest Charge on Purchases	\$356.60
Total Interest Charged for this Period	\$356.60

2014 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2014	\$35.00
Total Interest in 2014	\$3,428.77

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10/12/14
10/17/14

DUPLICATE COPY



JAMES FLANNIGAN

Account Ending ████████000

p. 4/6

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	14.24% (v)	\$30,478.58	\$356.60
Cash Advances	21.24% (v)	\$0.00	\$0.00
Total			\$356.60

(v) Variable Rate

Cash Rebate Summary



JAMES FLANNIGAN
Card Ending ████████000

Your accumulated eligible spending is \$4,572.56. Your annual Cash Rebate Reward will be credited to your account in January.
Cash Rebate calculation: First \$3,000 = 0.50%, \$3000.01 up to \$7,000 = 1%, spending over \$7,000 = 2%.

You will receive your Annual Cash Rebate on your January statement as long as your account is in good standing. Remember, the more you use your Business Cash Rebate Card for purchases, the greater your Cash Rebate will be.



OPEN Savings® Summary

SITE STREET
JAMES FLANNIGAN

Closing Date: 10/17/14

Account Ending XXXX 000

Discounts	
This Period	\$0.00
Year to Date	\$0.01

Remember, you can get up to 10% discounts on eligible purchases with OPEN Savings® partners. Visit opensavings.com to learn more.

OPEN Savings Benefits	This Period		Year to Date	
	Transactions	Savings Earned	Transactions	Savings Earned
Offer Description				
FedEx Office - opensavings.com	\$0.00	\$0.00	\$0.11	\$0.01
Ongoing Benefits Total	\$0.00	\$0.00	\$0.11	\$0.01
Grand Totals		\$0.00		\$0.01

Discounts will be applied in the form of a statement credit. For full terms and conditions go to opensavings.com.

Save up to 10% on eligible purchases with these OPEN Savings partners. Visit opensavings.com for details.



Discounts will be credited to your statement. Merchant participation and offers are subject to change without notice. Maximum annual savings caps and exclusions may apply. See individual OPEN Savings partner terms and conditions located at opensavings.com.

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.

000077 73/100

**BUSINESS EXPENSES
STREAMLINED**

ReceiptMatchSM with QuickBooks.
Only with Business Cards from American Express OPEN.

- Capture Business Card receipts as you go.
- Label and send transaction data to Intuit QuickBooks.
- No more pileup of receipts at the end of the month.

Visit open.com/quickbooks to learn more.



HELLMUTH
OBATA KASSABAUM
ARCHITECTS P.C.
MEMBER SINCE '99

EXHIBIT C





**Status Report
Pursuant to Servicemembers Civil Relief Act**

Last Name: FLANNIGAN

First Name: JAMES

Middle Name:

Active Duty Status As Of: Dec-04-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via this URL: <https://kb.defense.gov/PublicQueries/publicQuestions/FaqsAnswers.jsp?Subject=Locating Service Members or Getting a Mailing Address>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: V3M2B8926236D30

Exhibit "B"
Affidavit of Attorney for Plaintiff with Non-Military Status Verification

AMERICAN EXPRESS BANK, FSB,
Plaintiff

v.

JAMES FLANNIGAN,
Defendant(s)

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IN THE COUNTY COURT

AT LAW NO 4

WILLIAMSON COUNTY, TEXAS

AFFIDAVIT OF ATTORNEY FOR PLAINTIFF

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

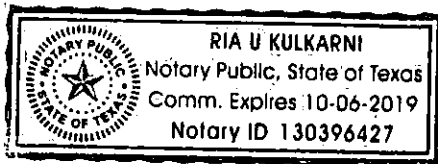
My name is **ELISE D. MANCHESTER**. I am fully competent to testify to the matters stated herein which would be admissible in evidence.

In compliance with the Servicemembers Civil Relief Act, to my personal knowledge based upon a review of records related to this case, my involvement in this case, and my review of the attached official printout from the United States Department of Defense – Manpower Data Center, which is fully incorporated herein, JAMES FLANNIGAN, Defendant(s) in the above-styled and numbered cause, is not an infant, unemancipated minor, or incompetent person, and is not a member of the Armed Forces currently on active duty. Based on my personal knowledge, the foregoing is true and correct.

Further, Affiant sayeth naught.


ELISE D. MANCHESTER
Attorney for Plaintiff

SUBSCRIBED AND SWORN TO BEFORE ME this 29 day of December, 2015.




NOTARY PUBLIC, State of Texas



**Status Report
Pursuant to Servicemembers Civil Relief Act**

Last Name: FLANNIGAN

First Name: JAMES

Middle Name:

Active Duty Status As Of: Dec-28-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22350

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This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: K4N107DDX2EF390

AMERICAN EXPRESS BANK, FSB,
Plaintiff

v.

JAMES FLANNIGAN,
Defendant(s)

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§
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IN THE COUNTY COURT
AT LAW NO 4
WILLIAMSON COUNTY, TEXAS

CERTIFICATE OF LAST KNOWN ADDRESS

AMERICAN EXPRESS BANK, FSB, Plaintiff in the above-styled and numbered cause, certifies to the Clerk of this Court that the last known mailing address of JAMES FLANNIGAN, Defendant(s), against whom a Default Judgment was or will be rendered, is as follows:

JAMES FLANNIGAN
8601 ANDERSON MILL RD
APT 1023
AUSTIN, TX 78729

Respectfully submitted,

ZWICKER & ASSOCIATES, P.C.
A Law Firm Engaged in Debt Collection
Attorneys for Plaintiff
OLD TOWN SQUARE 1 CHISHOLM TRAIL,
SUITE 301
ROUND ROCK, TX 78681
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DATED: 12/29/15

BY: 

TROY D. BOLEN
State Bar Number 24006199
ELISE D. MANCHESTER
State Bar Number 24070566
LAURA L. BEDFORD
State Bar Number 24025246
LESLIE L. SUN
State Bar Number 24088490

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of November, 2019, this office served a true and correct copy of the foregoing in accordance with the Rule 21a of the Texas Rules of Civil Procedure upon the below listed interested parties via

- First-Class Mail
- E-Service
- Certified Mail Return Receipt Requested

DOMINIC AUDINO
9442 N. CAPITAL OF TX HWY
STE.500
AUSTIN, TX 78759
DominicAudino@Yahoo.com



-
- ELISE D. MANCHESTER
 - LESLIE L. SUN
 - AMBREEN A. DHARANI

AMERICAN EXPRESS BANK, FSB,
Plaintiff

§
§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW NO 4

v.

JAMES FLANNIGAN ,
Defendant(s)

WILLIAMSON COUNTY, TEXAS

DEFAULT JUDGMENT

On this date came on to be heard the above-styled and numbered cause wherein AMERICAN EXPRESS BANK, FSB is Plaintiff and JAMES FLANNIGAN is Defendant(s). Plaintiff appeared by its attorney of record, and Defendant(s), although duly and legally cited to appear and answer, failed to appear and answer, and wholly made default.

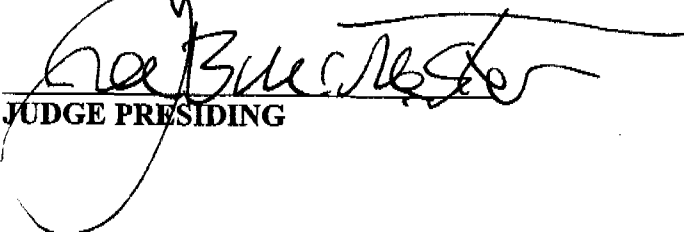
Citation was served according to law and returned to the Clerk where it has remained on file for the time required by law. The Court has read the pleadings and the papers on file, and is of the opinion that the allegations of Plaintiff's petition have not been denied. Taking the affidavits filed by Plaintiff into account, on good and sufficient evidence the Court finds that Defendant(s) is indebted to Plaintiff in the current amount of \$33,028.72.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that Plaintiff, AMERICAN EXPRESS BANK, FSB, have and recover of and from Defendant(s), JAMES FLANNIGAN , the following:

1. The principal sum of \$33,028.72 as the balance due, owing and unpaid.
2. All costs of this proceeding

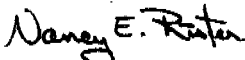
Plaintiff shall have all writs and other process necessary to enforce this Judgment. All relief not expressly granted herein is denied. This Judgment finally disposes of all parties and all claims, and is appealable.

SIGNED and ENTERED this 6 day of April, 2016


JUDGE PRESIDING

at 9:30 **FILED** 9 **o'clock** 9 **M**

APR 06 2016


County Clerk, Williamson Co., TX

APPROVED AS TO FORM:



TROY B. BOLEN

State Bar Number 24006199

ELISE D. MANCHESTER

State Bar Number 24070566

LAURA L. BEDFORD

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ZWICKER & ASSOCIATES, P.C.

A Law Firm Engaged in Debt Collection

Attorneys for Plaintiff

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NO. 15-1077-CC4

AMERICAN EXPRESS BANK, FSB,	§	IN THE COUNTY COURT
Plaintiff	§	
	§	AT LAW NO 4
v.	§	
	§	WILLIAMSON COUNTY, TEXAS
JAMES FLANNIGAN,	§	
Defendant(s)	§	

PLAINTIFF'S SATISFACTION OF JUDGMENT

TO THE HONORABLE JUDGE OF SAID COURT:

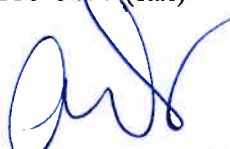
On April 6, 2016, in the County Court At Law No 4 Williamson County, Texas in the cause numbered 15-1077-CC4 and styled American Express Bank, Fsb vs. James Flannigan, Plaintiff recovered a judgment against Defendant.

American Express Bank, Fsb does hereby notify the Court that this judgment against Defendant(s), James Flannigan, has been satisfied.

Respectfully submitted,

ZWICKER & ASSOCIATES, P.C.
A Law Firm Engaged in Debt Collection
Attorneys for Plaintiff
Old Town Square
1 Chisholm Trail, Suite 301
Round Rock, TX 78681
ZATXATTORNEYS@ZWICKERPC.COM
512-218-0488
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BY: _____


 ELISE D. MANCHESTER
STATE BAR NUMBER 24070566
 LESLIE L. SUN
STATE BAR NUMBER 24088490
 AMBREEN A. DHARANI
STATE BAR NUMBER 24092343