

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

CACH, LLC, Respondent,

v.

Toby Hoffman Jr., a/k/a Carl W. Hoffman Jr., Appellant.

Appellate Case No. 2012-213531

Appeal From Richland County
G. Thomas Cooper Jr., Circuit Court Judge

Unpublished Opinion No. 2014-UP-438
Heard September 9, 2014 – Filed December 3, 2014

AFFIRMED

John D. Elliott, of Columbia, for Appellant.

Edward H. Overcash Jr., of Law Offices of Ed Overcash,
LLC, of Greenville, and Manuel H. Newburger, of
Barron & Newburger, P.C., of Austin, Texas, for
Respondent.

PER CURIAM: Appellant Toby Hoffman Jr. appeals the trial court's order granting judgment in favor of Respondent CACH, LLC (CACH), a company that was assigned two outstanding debts owed by Hoffman. Hoffman contends CACH

did not prove it had been assigned the debts in question. He also argues the trial court improperly admitted credit card statements and financial records created by the prior owner of the accounts under the business records exception to the hearsay rule. Finally, Hoffman claims CACH's failure to disclose its principal witness through discovery required the exclusion of this witness. We affirm.

1. We find the trial court did not err in concluding the assignment of the debts from FIA Card Services, N.A. (FIA) to CACH was valid. "An assignment is the act of transferring to another all or part of one's property, interest, or rights." *Moore v. Weinberg*, 373 S.C. 209, 219, 644 S.E.2d 740, 745 (Ct. App. 2007) (citing *Black's Law Dictionary* 119 (6th ed. 1992)), *aff'd*, 383 S.C. 583, 681 S.E.2d 875 (2009). "Three elements constitute an assignment: (1) an assignor; (2) an assignee; and (3) transfer of control of the thing assigned from the assignor to the assignee." *Id.* Notice of the assignment to the debtor is not a requirement for an assignment's validity. *See id.* In South Carolina, it is well established that "[a]n assignee stands in the shoes of the assignor." *BAC Home Loan Servicing, L.P. v. Kinder*, 398 S.C. 619, 624, 731 S.E.2d 547, 549 (2012). "When a contract is assigned, the assignee should have all the same rights and privileges, including the right to sue on the contract, as the assignor." *Twelfth RMA Partners, L.P. v. Nat'l Safe Corp.*, 335 S.C. 635, 640, 518 S.E.2d 44, 46 (Ct. App. 1999).

In order to assign the accounts to CACH, FIA completed two Bills of Sale. The Bills of Sale designated FIA as the assignor of the loans and indicated that through the sale, CACH, the assignee, acquired "all of [FIA's] right, title and interest in and to each of the loans identified in the loan schedule." Both Bills of Sale were signed by Debra Pellicciaro, the Assistant Vice President of FIA. In addition to the Bills of Sale, the record contains Hoffman's bank statements for the two credit cards. Each statement provided that the accounts were "issued and administered by FIA Card Services, N.A." In light of these documents, we find the trial court properly concluded the assignment of the two accounts from FIA to CACH was valid.

2. We find the trial court did not err in admitting certain records created by the prior owner of the account under the business records exception to the hearsay rule. The business records exception provides that certain records are admissible as long as they are (1) made near the time of the event recorded; (2) created by, or from information transmitted by, a person with knowledge; (3) prepared in the regular course of business; and (4) identified by the custodian or a qualified witness who can testify regarding the mode of preparation of the record. Rule 803(6), SCRE.

If a witness's testimony conveys information from a person "with knowledge" at the time the records were created, the witness may be deemed qualified to testify despite not being the custodian "at or near the time" the records were made. *Twelfth RMA Partners, L.P.*, 335 S.C. at 642, 518 S.E.2d at 48 (noting this is "a situation expressly allowed under Rule 803(6)"); *see also Midfirst Bank, SSB v. C.W. Haynes & Co.*, 893 F.Supp. 1304, 1310 (D.S.C. 1994) ("Business records of an entity are admissible even though another entity made the records, and the rule does not require an employee of the entity that prepared the record to lay the foundation."), *aff'd*, 87 F.3d 1308 (4th Cir. 1996); *id.* at 1311 ("The phrase 'other qualified witness' should be broadly interpreted.").

The sole witness at trial was Magic West, an employee of Square Two Financial, which owns CACH. During his testimony, West specifically addressed the supporting documentation CACH ordered from FIA to accompany Hoffman's accounts. He noted that CACH requested an affidavit of sale for each account in order to verify the information in the loan schedule. West testified that when acquiring delinquent accounts, it was CACH's standard practice to order supporting documentation for the maintenance of each account. West stated he was familiar with the records for Hoffman's accounts, including those that had been provided to CACH by FIA. He further indicated he had been trained by Bank of America¹ as to its policies and procedures in keeping records, specifically "Bank of America's policies for how accounts are created, how [it] transfer[s] accounts, how statements are created, payments are received, statements are mailed out, disputes are filed, [and] F.D.I.C. audits." Based on his training and knowledge of the records, we find West was a qualified witness under the business records exception; therefore, the trial court did not err in admitting the business records.

3. We find the trial court did not err in denying Hoffman's motion to exclude West as a witness. Rule 33(b), SCRPC, imposes a continuing duty on the part of the party from whom information is sought to supplement interrogatory answers to reflect the addition of a witness. *Bensch v. Davidson*, 354 S.C. 173, 181-82, 580 S.E.2d 128, 132 (2003). "The trial court has the discretion to determine whether a sanction is warranted for a violation of Rule 33(b)'s continuing duty to disclose information." *Jenkins v. Few*, 391 S.C. 209, 219, 705 S.E.2d 457, 462 (Ct. App.

¹ FIA is a wholly owned subsidiary of Bank of America Corporation.

2010). Before excluding a witness as a sanction for violating the continuing duty to disclose information, the trial court should consider the following five factors: (1) the type of witness involved, (2) the content of the evidence, (3) the explanation for the failure to name the witness in answer to the interrogatory, (4) the importance of the witness's testimony, and (5) the degree of surprise to the other party. *Bensch*, 354 S.C. at 182, 580 S.E.2d at 133. "Exclusion of a witness is a sanction which should never be lightly invoked." *Moran v. Jones*, 281 S.C. 270, 276, 315 S.E.2d 136, 139 (Ct. App. 1984). After reviewing the record, we find the trial court did not abuse its discretion in allowing West to testify despite CACH's failure to identify West as a potential witness when it responded to Hoffman's interrogatories.

AFFIRMED.

WILLIAMS, GEATHERS, and McDONALD, JJ., concur.

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appeal from Richland County
In the Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

Case No. 2011-CP-40-2389
Court of Appeals No. 2012-213531

CACH, L.L.C.....Respondent,

v.

Toby Hoffman, Jr., a/k/a
Carl W. Hoffman, Jr.....Appellant,

PETITION FOR REHEARING

The appellant requests rehearing of the decision in this appeal on the following grounds.

**I. The decision overlooks the critical issue of whether
the chain of assignment of the debt was valid.**

At issue in this case is whether the assignment by FIA Card Services to the debt buyer, CACH, was valid, because in order to assign it, FIA Card Services must own it. It did not.

The issuer of the debt here was Bank of America, NA, not FIA Card Services. The appellant demonstrated with credible evidence that Bank of America does business with two separately chartered banks, Bank of America N.A., and FIA Card Services. Therefore, Bank of America N.A. must first assign the debt to FIA Card Services, before the latter entity may assign

the debt to another. “...[E]very link in the chain between the party to which the debt was originally owed and the party trying to collect the debt must be proven by competent evidence in order to demonstrate standing.” *CACH, L.L.C v. Askew*, 358 S.W.3d 58 (Mo. 2012) at 62. This was a critical issue in this appeal. The opinion dismisses this issue with a footnote, saying merely that “FIA is a wholly owned subsidiary of Bank of America Corporation.” At that, the conclusion of the court is in the context of whether the judgment obtained by CACH was based on inadmissible hearsay.

The appellate court should squarely confront the issue of whether FIA Card Services actually owned the debt in order to assign it.

II. The hearsay business records were not sufficiently reliable to establish that the appellant owed this debt.

CACH used its employee to introduce the records of Bank of America sent to CACH under the business records exception to the rule against hearsay, attempting to utilize Rule 803(6) of the South Carolina Rules of Evidence.

The decision of this court rests upon the reliability of these records, introduced into evidence by an employee of another entity which merely obtained them from “a computer,” in the words of the employee, Magic West. [ROA at p. 43]

The touchstone of any admissible hearsay is its reliability, yet Bank of America, in sending its records from “a computer” does not even vouch for their integrity. When Bank of America assigned its loans to CACH, it disclaimed it was transmitting them, along with the records “without representations or warranties of any type, kind, character or nature, express or implied...” ROA, p. 60, 97. Bank of America does not trust its own records, nor vouches for them.

Moreover, Mr. West may well be trained in Bank of America procedures, and those of other banks as well, he has no knowledge of these specific accounts or their integrity. Instead, he testified that he was generally familiar with Bank of America's practices, but not its practice with regard to these accounts – accounts even Bank of America would not vouch for.

The records used by CACH in obtaining its judgment, introduced in evidence by its own employee, were not admissible as its own business records.

CONCLUSION

The appellant therefore respectfully requests rehearing in this case on the grounds raised above.

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BY: 
JOHN D. ELLIOTT

Columbia, South Carolina

December 12th, 2014

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appeal from Richland County
In the Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

Court of Appeals No. 2012-213531

CACH, L.L.C.....Respondent,

v.

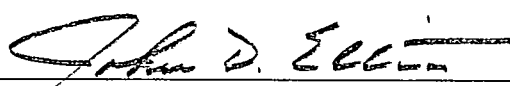
Toby Hoffman, Jr., a/k/a
Carl W. Hoffman, Jr.....Appellant,

CERTIFICATE OF SERVICE

Counsel certifies he has served the Petition for Rehearing on all parties by depositing a copy of the same in the United States Mail, postage prepaid, on this 12th day of December, 2014:

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Greenville SC 29615

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JOHN D. ELLIOTT
Attorney for the Appellant

The South Carolina Court of Appeals

CACH, LLC, Respondent,

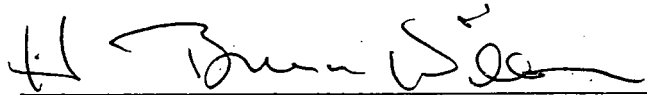
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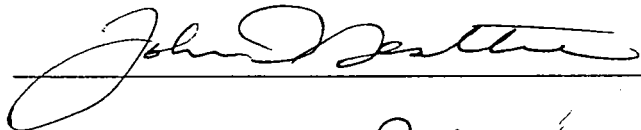
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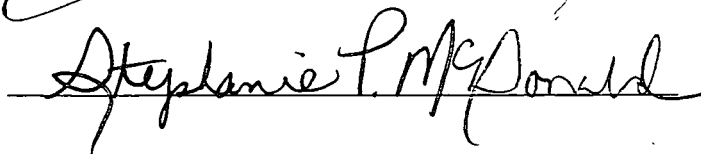
Appellate Case No. 2012-213531

ORDER

After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.

 J.

 J.

 J.

Columbia, South Carolina

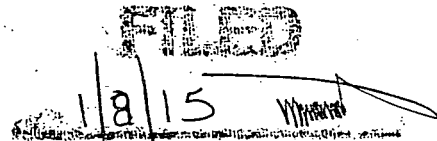
cc:

John D. Elliott

Edward H. Overcash Jr.

Manuel H. Newburger

The Honorable G. Thomas Cooper Jr.



STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appeal from Richland County
In the Court of Common Pleas

G. Thomas Cooper, Jr., Presiding Judge

Court of Appeals No. 2012-213531

C.A.C.H., L.L.C. Respondent,

v.

Toby Hoffman, Jr., a/k/a Carl W. Hoffman, Jr. Appellant.

RECORD ON APPEAL

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ATTORNEY FOR RESPONDENT

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CACH, LLC,

Plaintiff,

vs.

TOBY HOFFMAN, JR.,
a/k/a CARL W HOFFMAN, JR Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2011-CP-40-02389

ORDER FOR JUDGMENT
AGAINST DEFENDANT

2012 OCT 17 PM 2:30
JENNIFER W. McBRIDE
CLERK, C.P. & G.S.

RICHLAND COUNTY
FILED

This matter came before me for trial on October 9, 2012. Appearing for the Plaintiff was Edward H. Overcash, Jr., Esq. Appearing for the Defendant was John D. Elliott, Esq.

This is a debt collection case for two separate credit card accounts that Plaintiff alleged it bought from FIA Card Services, which is a subsidiary of Bank of America Corporation (the "Original Creditor"). Plaintiff's witness, Magic West, testified that he was an authorized representative of CACH, LLC ("CACH"), which is a wholly owned subsidiary of his direct employer, Square Two Financial, and that he was familiar with the record keeping system of Plaintiff. He further testified that he had received training from the Original Creditor as to its record keeping procedures and policies. Mr. West then testified that he had personally examined the business records of CACH, and the business records of the Original Creditor which had been forwarded to CACH by the Original Creditor, as they pertained to the subject accounts. Mr. West testified that CACH had purchased the two subject accounts from the Original Creditor, that the accounts had been assigned to CACH, that CACH was the present owner of the accounts, and that Defendant owed Plaintiff a principal balance of \$99,972.21 on one account and \$12,266.15 on the other. Mr. West identified a redacted Bill of Sale and Assignment of Loans for each account, an Affidavit of Claim and Certification of Debt for each account from the Original Creditor, and a number of credit card statements for each account from the Original Creditor, which were all admitted into evidence. The credit card statements showed the accumulation of the debt for each account from a zero balance to the total amount requested in the Complaint. The evidence also proved that FIA Card Services is a wholly owned subsidiary of Bank of America Corporation and that the subject accounts were issued and administered by FIA Card Services.

The defendant challenged the validity of the assignments of the debt from FIA Card Services to CACH. The court considered the SEC filings submitted by the parties under Rule 201 of the South Carolina Rules of Evidence, along with all the other evidence, and concluded that the assignment of the debts from FIA Card Services to CACH was valid.

The testimony of Mr. West, along with the business records admitted into evidence, and Defendant's responses to Plaintiff's Requests to Admit, clearly established that Plaintiff is the owner of both accounts; that the principal balance now due and owing from Defendant on the account in the First Cause of Action is \$99,972.21; and that the principal balance now due and owing from Defendant on the account in the Second Cause of Action is \$12,266.15.

Defendant did not appear at the trial, and presented no witnesses or evidence.

I find by a preponderance of the evidence that Plaintiff is the owner of the two subject accounts, having bought them from the Original Creditor on or about June 22, 2010, and that the total principal balance due on the accounts is \$112,238.36.

In its Complaint, Plaintiff requested 8.75% prejudgment interest on each account. The law has long allowed prejudgment interest on obligations to pay money from the time when, either by agreement of the parties or operation of law, the payment is demandable, if the sum is certain or capable of being reduced to certainty. *Butler Contracting, Inc. v Court Street, LLC*, 369 S.C. 121, 631 S.E.2d 252 (S.C. 2006) *Smith-Hunter Constr. Co. v. Hopson*, 365 S.C. 125, 128, 616 S.E.2d 419, 421 (2005); *Babb v. Rothrock*, 310 S.C. 350, 353, 426 S.E.2d 789, 791 (1993); *Ancrum v. Slone*, 29 S.C.L. (2 Speers) 594 (1844).

Section 34-31-20(A) of the South Carolina Code provides that "In all cases of accounts stated and in all cases wherein any sum or sums of money shall be ascertained and, being due, shall draw interest according to law, the legal interest shall be at the rate of eight and three-fourths percent per annum."

I find that the amount claimed by the Plaintiff in each cause of action was an account stated and a sum certain that was demandable as of the date Plaintiff purchased the accounts. I therefore find that Plaintiff is entitled to prejudgment interest at the rate of 8.75% as requested in its Complaint on the sum of \$99,972.21 from 7/8/2010, and on the sum of \$12,266.15 from 7/21/2010.

② 2

IT IS THEREFORE ORDERED that Plaintiff have judgment against the Defendant as follows:

Amount	\$ 112,238.36
Prejudgment Interest	\$ 22,105.79
Clerk's Costs	\$ 175.00
Service Costs	\$ 81.00
Total	\$ 134,600.15

IT IS SO ORDERED

October 17, 2012
Columbia, South Carolina



G. Thomas Cooper, Jr., Judge
Fifth Judicial Circuit

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CACH, LLC,

Plaintiff,

vs.

TOBY HOFFMAN, JR

a/k/a CARL W HOFFMAN, JR Defendant.

IN THE COURT OF COMMON PLEAS

COMPLAINT

(Debt Collection – Non-Jury)

DOCKET NO.:

JEANETTE W. McBRIDE
Clerk of Court
P. & G.S.

2011 APR 12 AM 10:17

RICHLAND COUNTY
FILED

Plaintiff, CACH, LLC, complaining of the Defendant, alleges that:

1. Plaintiff is a limited liability company.
2. Upon information and belief, Defendant, TOBY HOFFMAN, JR, a/k/a CARL W HOFFMAN, JR, is a resident of the above-captioned County and is subject to the jurisdiction of this Court.

FIRST CAUSE OF ACTION

3. Credit was extended to Defendant on a revolving line of credit on an open account with an account numbered *****7382, by Bank of America Corporation, one of its subsidiaries, or a bank to which it is the successor in interest. (the Issuer)
4. Defendant used the account and/or authorized the use of the account to obtain cash advances and/or make purchases and/or transfer balances from other accounts.
5. Defendant was provided with monthly statements by the Issuer without protest and did not object to them or indicate that they were erroneous in any respect.
6. Defendant defaulted on the obligation to make payments on the account, making a last payment to the Issuer on or about 10/15/2009.

00004

7. The Issuer charged-off the account to profit and loss, and changed the account number to *****4781.
8. Plaintiff subsequently purchased the account.
9. After assessing all due charges and credits, there is now due and owing on this account the principal sum of \$99972.21, plus interest thereon from 7/8/2010 at the legal rate of 8.75% per annum as shown by the Verified Statement of Account attached hereto and incorporated herein by reference.
10. Although demand has been made, Defendant has failed to pay the amount due and the notice to cure required by S.C. Code §37-5-110 and §37-5-111 has either been given or is not required.

SECOND CAUSE OF ACTION

11. Credit was extended to Defendant on a revolving line of credit on an open account with an account numbered *****9589, by Bank of America Corporation, one of its subsidiaries, or a bank to which it is the successor in interest. (the Issuer)
12. Defendant used the account and/or authorized the use of the account to obtain cash advances and/or make purchases and/or transfer balances from other accounts.
13. Defendant was provided with monthly statements by the Issuer without protest and did not object to them or indicate that they were erroneous in any respect.
14. Defendant defaulted on the obligation to make payments on the account, making a last payment to the Issuer on or about 3/2/2009.
15. The Issuer charged-off the account to profit and loss, and changed the account number to *****3336.
16. Plaintiff subsequently purchased the account.

17. After assessing all due charges and credits, there is now due and owing on this account the principal sum of \$12266.15, plus interest thereon from 7/21/2010 at the legal rate of 8.75% per annum as shown by the Verified Statement of Account attached hereto and incorporated herein by reference.

18. Although demand has been made, Defendant has failed to pay the amount due and the notice to cure required by S.C. Code §37-5-110 and §37-5-111 has either been given or is not required.

WHEREFORE, Plaintiff prays for judgment against Defendant in the amount of \$112,238.36 actual damages, together with interest on \$99972.21 at the legal rate of 8.75% from 7/8/2010, interest on \$12266.15 at the legal rate of 8.75% from 7/21/2010, the costs of this action, and for such other and further relief as this Court deems just, proper and appropriate.

4/5/11
Greenville, SC



Edward H. Overcash, Jr.
Law Offices of Ed Overcash, LLC
33 Villa Road, Suite 401
Greenville, SC 29615

(864) 233-5800 ext: 403

(888) 511-1130 ext: 403

Attorney for CACH, LLC.

- 00006

STATE OF COLORADO)

COUNTY OF DENVER)

VERIFIED STATEMENT OF ACCOUNT
TOBY HOFFMAN, JR

FILED
2011 APR 12 AM 11:17
JEANETTE W. FINE
C.C.P. & G.S.
RICHMOND COUNTY

I, PETER HUBER, being duly sworn, state:

Affiant states that (s)he is an authorized agent of CACH, LLC (hereafter "Plaintiff"), which is doing business at 4340 S. Monaco, Second Floor, Denver, CO 80237, that (s)he is authorized to make the statements and representations herein, and that (s)he is competent to testify to the matters stated herein. Said statements are based upon my personal review and knowledge of the records of Plaintiff, which contain information provided by Bank of America Corporation d/b/a Bank of America; or its subsidiary, Bank Of America, N.A.; or its subsidiary, FIA Card Services, N.A., d/b/a FIA Card Services (f/k/a and successor in interest to MBNA America Bank, N.A., a/k/a MBNA America, N.A., a/k/a MBNA America, a/k/a MBNA Bank, N.A., a/k/a MBNA Bank, a/k/a Maryland National Bank, N.A., a/k/a MBNA), which is successor in interest to Fleet Bank (RJ), N.A., a/k/a Fleet Bank, N.A., and Bank of America Card Services; or one or more of its other subsidiaries or assignees. These records include the debtor's name, social security number, account balance, the identity of the original creditor and the account number. These records are kept in the course of a regularly conducted business activity and are made either by a person having personal knowledge of the information contained therein or based on information conveyed by a person having personal knowledge of the information contained therein, and I know from my experience in reviewing such records and from common knowledge of how these accounts work that those records are made and maintained by individuals who have a business duty to make entries in the records accurately at or near the time of the event that they record. These records consist of both hard copy information and electronic information that is generated, stored and maintained in accordance with generally accepted standards in the retail and financial industries by individuals who possess the knowledge and training necessary to ensure the accuracy and reliability of the records.

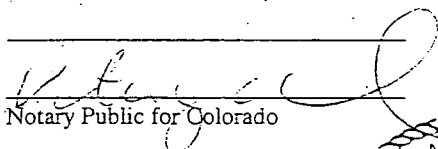
The business records maintained on account *****4781, also known as *****7382 (hereafter "Account"), including computer records, which are a compilation of the information provided upon acquisition and information obtained since acquisition, show the Account is the result of the extension of credit to TOBY HOFFMAN, JR by Bank of America Corporation, one of its subsidiaries, or a bank to which it is the successor in interest (the "Original Creditor") which originated on or about 8/1/2008. These business records indicate that the Original Creditor last received payment on this Account on or about 10/15/2009, that the Account was charged off on or about 5/31/2010, that for good and valuable consideration, Plaintiff purchased the Account from the Original Creditor, its successor in interest, or its assignee, and that the Plaintiff is the current creditor of the Account. All credits and payments have been properly applied and the balance as set forth herein is currently due and owing. I am informed and believe that upon acquisition of this Account, Plaintiff is entitled to interest thereon at the South Carolina statutory rate of 8.75% per annum until the date of judgment.

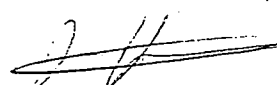
Based upon the business records and information previously referenced, Plaintiff is the current owner of this Account and the principal amount now due to Plaintiff on this Account from TOBY HOFFMAN, JR, over and above all set-offs, counterclaims, payments and credits, is \$99972.21, plus pre-judgment interest thereon at the South Carolina statutory rate of 8.75% from 7/8/2010.

Sworn to before me on

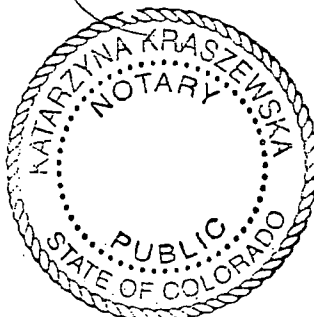
APR 01 2011

CACH, LLC


Notary Public for Colorado

By: 

Its Authorized Agent



My Commission Expires 03/13/2015

00007

STATE OF COLORADO)
COUNTY OF DENVER)

VERIFIED STATEMENT OF ACCOUNT
TOBY HOFFMAN, JR

FILED
2011 APR 12
CLERK OF DISTRICT COURT
C.C.P.
RICHMOND COUNTY

I, PETER HUBER, being duly sworn, state:

Affiant states that (s)he is an authorized agent of CACH, LLC (hereafter "Plaintiff"), which is doing business at 4340 S. Monaco, Second Floor, Denver, CO 80237, that (s)he is authorized to make the statements and representations herein, and that (s)he is competent to testify to the matters stated herein. Said statements are based upon my personal review and knowledge of the records of Plaintiff, which contain information provided by Bank of America Corporation d/b/a Bank of America; or its subsidiary, Bank Of America, N.A.; or its subsidiary, FIA Card Services, N.A., d/b/a FIA Card Services (f/k/a and successor in interest to MBNA America Bank, N.A., a/k/a MBNA America, N.A., a/k/a MBNA America, a/k/a MBNA Bank, N.A., a/k/a MBNA Bank, a/k/a Maryland National Bank, N.A., a/k/a MBNA), which is successor in interest to Fleet Bank (RI), N.A., a/k/a Fleet Bank, N.A., and Bank of America Card Services; or one or more of its other subsidiaries or assignees. These records include the debtor's name, social security number, account balance, the identity of the original creditor and the account number. These records are kept in the course of a regularly conducted business activity and are made either by a person having personal knowledge of the information contained therein or based on information conveyed by a person having personal knowledge of the information contained therein, and I know from my experience in reviewing such records and from common knowledge of how these accounts work that those records are made and maintained by individuals who have a business duty to make entries in the records accurately at or near the time of the event that they record. These records consist of both hard copy information and electronic information that is generated, stored and maintained in accordance with generally accepted standards in the retail and financial industries by individuals who possess the knowledge and training necessary to ensure the accuracy and reliability of the records.

The business records maintained on account *****3336, also known as *****9589 (hereafter "Account"), including computer records, which are a compilation of the information provided upon acquisition and information obtained since acquisition, show the Account is the result of the extension of credit to TOBY HOFFMAN, JR by Bank of America Corporation, one of its subsidiaries, or a bank to which it is the successor in interest (the "Original Creditor") which originated on or about 2/1/2008. These business records indicate that the Original Creditor last received payment on this Account on or about 3/2/2009, that the Account was charged off on or about 5/31/2010, that for good and valuable consideration, Plaintiff purchased the Account from the Original Creditor, its successor in interest, or its assignee, and that the Plaintiff is the current creditor of the Account. All credits and payments have been properly applied and the balance as set forth herein is currently due and owing. I am informed and believe that upon acquisition of this Account, Plaintiff is entitled to interest thereon at the South Carolina statutory rate of 8.75% per annum until the date of judgment.

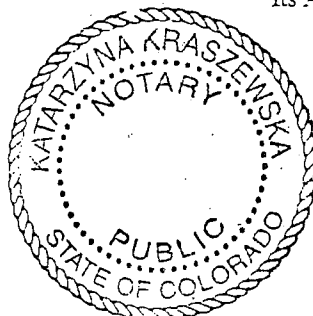
Based upon the business records and information previously referenced, Plaintiff is the current owner of this Account and the principal amount now due to Plaintiff on this Account from TOBY HOFFMAN, JR, over and above all set-offs, counterclaims, payments and credits, is \$12266.15, plus pre-judgment interest thereon at the South Carolina statutory rate of 8.75% from 7/21/2010.

Sworn to before me on APR 01 2011

CACH, LLC

[Signature]
Notary Public for Colorado

By: [Signature]
Its Authorized Agent



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My Commission Expires 03/18/2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

CACH, L.L.C.,)

Docket No. 2011 CP 40 2389

Plaintiff,)

vs.)

A N S W E R

Toby Hoffman, Jr., a/k/a)

Carl W. Hoffman, Jr.,)

Defendant.)

The defendant, answering the complaint of the plaintiff, would respectfully show this court as follows:

FOR A FIRST DEFENSE
(Motion to Dismiss)

1. Defendant moves to dismiss this action on grounds the summons and complaint were not properly served on the defendant pursuant to Rule 4(d)(1) of the South Carolina Rules of Civil Procedure. The action should therefore be dismissed pursuant to Rule 12(b)(2) and 12(b)(4) of the South Carolina Rules of Civil Procedure.

FOR A SECOND DEFENSE

2. Reserving his rights under Paragraph One of his Answer, Defendant answers the complaint of the plaintiff as follows:

3. Defendant admits the allegations of Paragraphs One and Two of the Complaint.

4. With regard to Paragraphs Three and Eleven of the complaint, defendant admits so much of the allegations of those paragraphs as allege the defendant had credit accounts with the Bank of America Corporation, but denies the remainder of the allegations of those paragraphs, demanding proof of the account numbers

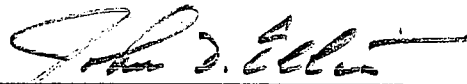
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5. Based on the foregoing, the Defendant lacks sufficient knowledge of the allegations of Paragraphs Four, Five, Six, Twelve, Thirteen and Fourteen of the Complaint upon which to form a belief, and therefore denies the same.

6. Defendant lacks sufficient knowledge of the allegations of Paragraphs Seven, Eight, Fifteen and Sixteen of the complaint upon which to form a belief, and denies the same, demanding strict proof thereof.

7. Defendant denies the allegations of Paragraphs Nine, Ten, Seventeen and Eighteen of the complaint, and demands strict proof thereof.

WHEREFORE, having fully answered the complaint of the plaintiff, defendant prays that the action be dismissed, with costs, together with such other and further relief as this court deems just and equitable.



JOHN D. (JAY) ELLIOTT

Attorney for Carl W. "Toby" Hoffman, Jr.
1122 Lady Street - Fifth Floor
Post Office Box 607
Columbia, South Carolina 29202
Phone: (803) 252-9236
Fax: (803) 799-2079
E-Mail: javel@mindspring.com

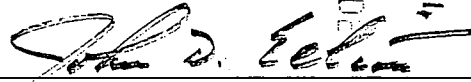
Columbia, South Carolina

May 26th, 2011

CERTIFICATE OF SERVICE

The undersigned, as counsel for the defendant, certifies that the foregoing Answer was served on all parties by depositing a copy of the same in the United States Mail, postage prepaid, and addressed as follows, on the 26th day of May, 2011:

Edward H. Overcash, Jr.
Law Offices of Ed Overcash, L.L.C.
33 Villa Road, Suite 401
Greenville SC 29615



JOHN D. ELLIOTT

Counsel for Carl W. "Toby" Hoffman, Jr.

2011 MAY 27 PM 12:11
U.S. DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE, S.C.

1 STATE OF SOUTH CAROLINA
2 COUNTY OF RICHLAND

IN THE CIVIL COURT

3
4 C.A.C.H. L.L.C.)

5 Plaintiff,)

6 -vs-)

7 TOBY HOFFMAN,
8 ET AL,)

9 Defendants.)

TRANSCRIPT OF RECORD

11-CP-40-2389

10 October 9, 2012
11 Columbia, South Carolina

12
13 B E F O R E:

14 HONORABLE G. THOMAS COOPER, JR., Judge.

15
16
17 A P P E A R A N C E S:

18 EDWARD H. OVERCASH, JR., Esquire
19 Attorney for the Plaintiff

20 JOHN D. ELLIOTT, Esquire
21 Attorney for the Defendants

22
23
24 L. COCONUT PANTSARI, R.P.R.
25 Circuit Court Reporter

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00013

1 THE COURT: Okay.

2 MR. OVERCASH: And we would ask that the Court
3 accept these as factual.

4 THE COURT: Any objection?

5 MR. ELLIOTT: Without objection.

6 THE COURT: Just for clarification, what are
7 the redactions?

8 MR. OVERCASH: Excuse me?

9 THE COURT: What are the redactions?

10 MR. ELLIOTT: Account numbers.

11 MR. OVERCASH: They are account numbers.

12 THE COURT: Oh, that's the first several
13 digits of the account?

14 MR. OVERCASH: Yes.

15 THE COURT: I understand. Go ahead.

16 MR. OVERCASH: Your Honor, we would also like
17 the Court to take judicial notice of the fact that
18 F.I.A. Card Services is a wholly owned subsidiary of
19 Bank of America. I would like to hand up a Form 8-K
20 that has been filed with the Securities and Exchange
21 Commission that would confirm that.

22 (Hands to Court.)

23 MR. ELLIOTT: Your Honor, along with the rule
24 of completeness, you might as well see these now rather
25 than later. I am handing up two form 10-Qs filed by

1 Bank of America Corporation, one for the period ending
2 April 30, 2007, which would have been more or less
3 contemporaneous with the 2006 8-K that counsel has
4 handed up.

5 I am also handing up another form 10-Q that
6 was filed July 31, 2010, which would have included the
7 quarter during which the reported assignment was made.
8 He has them, F.I.A. Card Services to C.A.C.H.

9 (Hands to Court.)

10 THE COURT: Any objection to these two
11 documents?

12 MR. OVERCASH: Your Honor, I don't know what
13 the Form 10-Q has to do with this.

14 THE COURT: Well, I don't either. You have
15 copies of what he just handed up?

16 MR. OVERCASH: Yes, sir.

17 THE COURT: Are you familiar with them?

18 MR. OVERCASH: Yes, sir.

19 THE COURT: Do you object to the authenticity
20 of these documents?

21 MR. OVERCASH: I don't object to the
22 authenticity. I don't know what this says.

23 THE COURT: I don't either. I don't know the
24 relevance of it. We are only talking about authenticity
25 at this point. Anything further?

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1 MR. OVERCASH: As far as the document I handed
2 up, I would just like to read from the second page. It
3 says it was previously reported on January 1, 2006,
4 M.B.N.A. Corporation merged with and into Bank of
5 America Corporation.

6 As a result of the merger, M.B.N.A. America
7 Bank, National Association, M.B.N.A., became a
8 wholly-owned subsidiary of Bank of America Corporation.
9 Then on June 10, 2006, M.B.N.A. changed its name to
10 F.I.A. Card Services, National Association.

11 THE COURT: Okay. All right. Are you ready
12 to proceed with your case?

13 MR. OVERCASH: Will Your Honor take judicial
14 notice that F.I.A. Card Services is according to this
15 10-8 [verbatim] a wholly owned subsidiary of Bank of
16 America?

17 THE COURT: As of January 1, 2006.

18 MR. OVERCASH: Yes, sir.

19 THE COURT: Thank you.

20 MR. OVERCASH: Your Honor, we are ready to
21 proceed.

22 THE COURT: You may proceed.

23 MR. OVERCASH: We would call Toby Hoffmah.

24 (There is no response.)

25 THE COURT: Is Mr. Hoffman present,

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1 Mr. Elliott?

2 MR. ELLIOTT: No, sir.

3 THE COURT: Is he on his way?

4 MR. ELLIOTT: No, sir. He is not under
5 subpoena. I don't intend to have him here.

6 THE COURT: All right.

7 MR. OVERCASH: We issued -- had a subpoena
8 issued and attempted to serve him and were unsuccessful,
9 but we will proceed.

10 THE COURT: You subpoenaed him but were
11 unsuccessful in service of the subpoena; is that
12 correct?

13 MR. OVERCASH: Correct.

14 THE COURT: Well, did you send it to his last
15 known address?

16 MR. OVERCASH: We did. The Sheriff's Office
17 was unable to serve him, but we can proceed, Your Honor.

18 THE COURT: Okay. Go ahead.

19 MR. OVERCASH: We would called Magic West.

20 MAGIC WEST, being
21 first duly sworn, testifies as follows:

22 CLERK: State your full name for the record
23 and please spell whatever the court reporter needs.

24 THE WITNESS: The first name is Magic,
25 M-A-G-I-C. The last name is West, W-E-S-T.

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1 THE COURT: You may proceed.

2 DIRECT EXAMINATION

3 BY MR. OVERCASH:

4 Q Mr. West, by whom are you employed?

5 A I am employed by Square Two Financial.

6 Q And where are they located?

7 A Denver, Colorado.

8 Q What kind of business are they in?

9 A They are an asset management company or a debt
10 buyer is what most people refer to us as.

11 Q Do they buy charged-off credit card debt?

12 A Yes, we purchase delinquent accounts from many
13 financial institutions.

14 MR. ELLIOTT: Your Honor, ordinarily I am
15 usually pretty easy to get along with. I have no idea
16 who this is. I had asked for the names of witnesses. I
17 have Peter Huber. I have Tom McNeil out of Denver,
18 Colorado. I even have an affidavit authored by Tom
19 McNeil which puts me on notice of the summary of his
20 testimony. I don't know who this person is.

21 THE COURT: Well, he is going to identify him.

22 MR. OVERCASH: Your Honor, at the time that
23 those responses were made, those were the only witnesses
24 I knew of.

25 THE COURT: All right.

00019

1 MR. ELLIOTT: Your Honor?

2 THE COURT: Just wait. Let's find out who
3 this gentleman is.

4 MR. OVERCASH: Excuse me?

5 THE COURT: Let's find out who this gentleman
6 is.

7 BY MR. OVERCASH:

8 Q You work for Square Two?

9 A Yes, I do.

10 Q What is C.A.C.H. L.L.C.?

11 A C.A.C.H. is a wholly owned subsidiary of Square Two
12 Financial, and I am an authorized representative to
13 speak on their behalf.

14 Q Does C.A.C.H. have any employees?

15 A C.A.C.H. does not.

16 Q Is it just a debt buying company? It's a company
17 in which all the accounts are titled into?

18 A The majority of our accounts are with C.A.C.H.,
19 yes.

20 Q And are you familiar with those records?

21 A I am.

22 Q Are you familiar with the records in the two
23 accounts that we are here for today?

24 A I am.

25 Q And have you testified as an authorized

00020

1 representative of C.A.C.H. in other court
2 proceedings?

3 A Yes, in hundreds of cases.

4 Q Hundreds?

5 A Hundreds.

6 Q In what states?

7 A It would probably be easier to name the states I
8 haven't been to. It's pretty much everywhere
9 except for North Dakota, South Dakota, Washington
10 State, Hawaii, and Alaska.

11 Q Is your testimony concerning the records of
12 C.A.C.H. in all those cases?

13 A Yes.

14 Q And the records that have been provided to C.A.C.H.
15 from the various banks that they bought accounts
16 from?

17 A Yes. We order documentation to support the
18 accounts that we purchase.

19 Q Have you received any training -- these two
20 accounts came from Bank of America; did they not?

21 A That is correct.

22 Q Have you received any training from Bank of America
23 as to their policies and procedures in keeping
24 their records?

25 A Yes, I have been trained by Bank of America, as

00021

1 well as Chase Manhattan --

2 COURT REPORTER: I'm sorry. Can you go
3 through those again. Bank of America, Chase Manhattan,
4 and then I lost you.

5 THE WITNESS: H.S.B.C. and G.E. Money Bank.

6 MR. OVERCASH: May we proceed, Judge?

7 MR. ELLIOTT: Your Honor, the existence of
8 this corporation or holding company is a complete
9 surprise to me. I have an affidavit authored by Tom
10 McNeil, who is listed as a witness saying, "I am an
11 authorized agent and custodian of records of C.A.C.H.
12 L.L.C., the plaintiff in this case."

13 Now, I had prepared a cross examination based
14 on Mr. McNeil's testimony or perhaps Mr. Huber. I don't
15 know who this man is. I don't know anything about this
16 holding company.

17 In fact, if C.A.C.H. is the plaintiff, what
18 are they doing here? Especially on an assignment. I
19 move his testimony be stricken and a verdict for the
20 defendant.

21 THE COURT: Overruled.

22 MR. ELLIOTT: All right, sir.

23 THE COURT: You may proceed.

24 BY MR. OVERCASH:

25 Q Mr. West, are you familiar with the two accounts

1 that are the subject of this case?

2 A Yes, I am.

3 Q And they were both bought from Bank of America?

4 A They were purchased from Bank of America through
5 their subsidiary at F.I.A. Card Services.

6 Q I will ask that you identify the document I am
7 handing up to you now.

8 A Yes. This is what we refer to as a bill of sale.
9 It's titled bill of sale and assignment of loans.
10 It refers to the purchase of a batch of accounts
11 from Bank of America through their subsidiary,
12 F.I.A. Card Services.

13 Q And in this particular -- explain what that black
14 stuff is on the back of that bill of sale.

15 A Yes. The attached pages, starting with the title
16 page of loan schedule, this is a printout of the
17 electronic file that we receive at the time of
18 purchase. This is -- the best way to describe it
19 would be the goods that we are buying.

20 The bills of sale ultimately are received, but
21 it would have personal information for every
22 individual that was included in that particular
23 batch that we purchased. It's redacted because we
24 need to protect the privacy of other people who
25 aren't Mr. Hoffman.

1 Q So is the non-redacted part of that bill of sale,
2 does that refer to account number ending in 9589?

3 A Yes, it does.

4 Q Does it show Mr. Hoffman's name and address and his
5 Social Security number?

6 A Yes. It has his personal information, including
7 Social Security number, open date, charge-out date,
8 principal balance that was due and owing. The
9 legacy, if there was one, would be previous banks
10 that held the account that might have been merged
11 into Bank of America. It's any information that
12 Bank of America had about an individual at the time
13 of the charge out is what they would provide to us.

14 MR. OVERCASH: We would offer this bill of
15 sale in evidence.

16 MR. ELLIOTT: I don't have any objection to
17 the assignment. I don't have any objection to these
18 documents in that context.

19 (Plaintiff's Exhibit Number 1 is received into
20 evidence.)

21 BY MR. OVERCASH:

22 Q Mr. West, in the normal course of business, does
23 C.A.C.H. also get an affidavit of sale and
24 certification of debt from Bank of America when it
25 purchases an account from Bank of America?

00024

1 A Yes. After we purchase accounts, we have the right
2 to order supporting documentation for our managing
3 of the accounts --

4 MR. ELLIOTT: Objection to hearsay.

5 THE COURT: Overruled.

6 A That would include affidavits of sale, statements,
7 a request for a line of credit or an application,
8 if one was still within retention, that sort of
9 thing.

10 Q I am going to hand you an affidavit of
11 certification of debt and see if you can identify
12 that, please?

13 A Yes. This is an affidavit of sale that we
14 requested from Bank of America. It was provided to
15 us. It was created by Bank of America and provided
16 to us specifically for this account.

17 It's what we use to double-check the
18 information received on that loan schedule.
19 Because the loan schedule is created just by
20 computers. It's a computer taking Bank of
21 America's account information of distressed
22 accounts, putting it -- compiling it and putting it
23 up for sale to the companies like mine.

24 The affidavit of sale is our way of going back
25 and verifying the information. It's an actual

00025

1 individual involved in the preparation of this
2 affidavit. So if there was a discrepancy in the
3 principal balance or the dates or account number,
4 it would show up between the two. —

5 Q And this particular affidavit of sale refers to an
6 account, the number ending in 9589?

7 A Yes, it does.

8 Q And what is the balance owing on that account
9 according to this affidavit?

10 A According to this affidavit, the balance that was
11 due and owing at the time of charge off was
12 \$12,266.15.

13 MR. ELLIOTT: For the record I will once again
14 object to any affidavits authored by other persons who
15 are not in this courtroom because that is clearly
16 hearsay.

17 MR. OVERCASH: Your Honor, this is an
18 exception to the hearsay rule. This is clearly a
19 business record that was obtained by C.A.C.H. in the
20 normal course of its business.

21 THE COURT: Overruled.

22 MR. OVERCASH: We would offer this affidavit
23 into evidence.

24 THE COURT: Over the objection?

25 MR. ELLIOTT: Yes, sir.

00026

1 (Plaintiff's Exhibit Number 2 is received into
2 evidence.)

3 THE COURT: What is the date of that?

4 THE WITNESS: The affidavit of sale, there is
5 a February 28, 2011, date, which I believe is when it
6 was notarized.

7 THE COURT: That's when that balance was?

8 THE WITNESS: The balance was accrued earlier
9 than that. The affidavit of sale, as I stated, was
10 verifying that information. We typically get the
11 affidavit of sales much later than we actually purchase
12 the account. That is simply due to the volume that we
13 deal with and the banks have to deal with.

14 BY MR. OVERCASH:

15 Q But that was the balance at the time it was sold to
16 C.A.C.H.?

17 A Yes. That was the balance at the time that Bank of
18 America had its last interest, when it charged out
19 the account, sold it to my company, and basically
20 washed its hands of the account.

21 Q I am going to hand you some more documents. Can
22 you identify these documents for us?

23 A Yes. As part of our business and maintainancing for
24 the accounts, we commonly order statements specific
25 to an account. Again, those are requested by us.

00027

1 We do pay a price for them, and Bank of America
2 goes back and looks at their records and provides
3 to us what they have.

4 Q All right. Are these the statements from October
5 of 2009 through May of 2010?

6 A Yes, they are.

7 Q And the starting balance on this account on
8 October 9, is it not zero?

9 A That's correct.

10 Q And what is the ending balance on the last
11 statement?

12 A The new balance total on the last statement was
13 \$12,266.15.

14 Q And were these records furnished to C.A.C.H. by
15 Bank of America or its subsidiary, F.I.A. Card
16 Services?

17 A Yes, they were.

18 Q In the normal business of C.A.C.H.?

19 A Yes. We order statements for every account we
20 authorize.

21 Q On the second page of any one of those statements,
22 where it says miscellaneous --

23 A Yes.

24 Q -- would you read the second sentence there.

25 A Yes. "For the complete terms and conditions of

00028

1 your account, consult your credit card agreement.
2 F.I.A. Card Services is a trade name of F.I.A. Card
3 Services -- comma and dot A. dot -- this account is
4 issued and administered by F.I.A. Card Services."

5 Q Thank you. Is it the normal course of -- is it
6 normal procedure and policy for Bank of America to
7 provide these statements to everyone who has an
8 account with Bank of America?

9 A Yes. Every account they hold or that they offer a
10 line of credit on is issued statements. It's
11 either through the mail on an actual hard copy or
12 if an individual signed up for electronic billing
13 statements, it would be received through e-mail.
14 Either way they are sent.

15 MR. ELLIOTT: Once again, just for the record
16 all that is hearsay. This witness does not know this of
17 personal knowledge.

18 MR. OVERCASH: Your Honor, in the requests to
19 admit, the defendant admitted receiving statements.

20 THE COURT: Overruled.

21 MR. OVERCASH: We offer these statements in
22 evidence.

23 THE COURT: Over the objection of the
24 defendant.

25 (Plaintiff's Exhibit Number 3 is received into

00029

1 evidence.)

2 BY MR. OVERCASH:

3 Q Mr. West, before we leave this particular account,
4 I will just ask you: Is the account that we have
5 just been going over, is the balance right now
6 \$12,266.15?

7 A That was the principal balance that was due and
8 owing. Since we are stepping into the shoes of the
9 original creditor, we can't apply interest.

10 Q That is the principal balance?

11 A Yes.

12 Q And does C.A.C.H. L.L.C. own this account?

13 A We do. We are the sole owner of the account. The
14 bank has no further interest in the account
15 whatsoever.

16 Q Thank you. I would like for you to now identify
17 this document for us, please.

18 A Yes. This is a bill of sale document as well,
19 titled bill of sale and assignment of loans,
20 referring to a batch of accounts we purchased from
21 Bank of America through their subsidiary, F.I.A.
22 Card Services.

23 Q Is this the same type of document that was admitted
24 as Plaintiff's Exhibit 1?

25 A Yes, these two accounts were actually included in

1 the same batch.

2 Q So the actual bill of sale, the first page is the
3 same, except the information under the loan
4 schedule is the second account; correct?

5 A That would be correct.

6 MR. ELLIOTT: Just to be clear, that's the
7 affidavit offered by Peggy Johnson with Bank of
8 America?

9 MR. OVERCASH: No, this is the bill of sale.
10 (Attorneys confer.)

11 BY MR. OVERCASH:

12 Q And does that document also have the defendant's
13 name and address and Social Security on it?

14 A Yes. The attached loan schedule, starting the
15 second page of the stack of papers, does include
16 the account, the second account of Mr. Hoffman.

17 Q Does it show a balance owed at the particular time
18 when this was prepared?

19 A It does.

20 Q What is that balance?

21 A The charge-off balance or the principal balance
22 that was due and owing at the time of charge out
23 was \$99,972.21.

24 MR. OVERCASH: Your Honor, we would offer this
25 document into evidence.

00031

1 MR. ELLIOTT: I'm not sure what document we
2 are now referring to.

3 THE COURT: Show him.

4 MR. ELLIOTT: I think this is the same
5 document that we have been over. I had no objection to
6 the admission of the document in the context of its
7 assigning a certain account.

8 I am still going to renew my objection to some
9 sort of reconstruction of the account based on hearsay
10 and the fact that it's not included under the business
11 records exception to the hearsay rule at 803(6).

12 THE COURT: All right.

13 MR. OVERCASH: We would offer it.

14 THE COURT: Over objection.

15 (Plaintiff's Exhibit Number 4 is received into
16 evidence.)

17 BY MR. OVERCASH:

18 Q Mr. West, I am also going to hand up another
19 affidavit of claim and certification of debt which
20 was similar to the previous one I handed you. Does
21 this refer to the other account we are here for
22 today, the account ending in 7382?

23 A It does. This is another affidavit of sale, again,
24 for Mr. Hoffman's second account that was ordered
25 and prepared in the same process.

1 Q And does it show a balance owing of 99,972.21?

2 A It does.

3 Q And is this document prepared in the normal course
4 of business by Bank of America and provided by Bank
5 of America to C.A.C.H.?

6 A Yes. We order affidavits of sale for every account
7 that we hold the rights to.

8 MR. OVERCASH: We would offer this document
9 into evidence.

10 THE COURT: Same objection?

11 MR. ELLIOTT: Same objection.

12 THE COURT: Over objection.

13 (Plaintiff's Exhibit Number 5 is received into
14 evidence.)

15 BY MR. OVERCASH:

16 Q Mr. West, I am handing you a stack of documents
17 now. Can you identify these documents for us?

18 A Yes. This is another collection of statements,
19 more supporting documentation, that we ordered as
20 part of our maintainancing for the account. These
21 are credit card statements that we would have
22 ordered for every account that we hold record
23 rights to.

24 Q Are these statements from September of 2008, all
25 the way to May of 2010?

00033

1 A Yes, that is correct.

2 Q And do these statements refer to an account ending
3 in 7382?

4 A It does.

5 Q And what is the previous balance on the first
6 statement?

7 A The previous balance on the September 2008
8 statement was zero dollars.

9 Q And what is the balance on the last statement, the
10 new balance total?

11 A The last statement that we were able to obtain, the
12 new balance total was \$99,972.21.

13 Q Is that the same amount that was on the affidavit I
14 just gave you?

15 A It was. It's also the same amount that was on the
16 redacted loan schedule attached to Exhibit 4.

17 Q Are these documents, as you stated previously, are
18 these documents provided by Bank of America to
19 individuals whose have accounts with Bank of
20 America?

21 A Yes. They are ordered in the same way, processed
22 in the same way, provided in the same way.

23 Q And were those documents provided to C.A.C.H. by
24 Bank of America in the normal course of its
25 business?

00034

1 A They were.

2 MR. OVERCASH: We would offer these
3 statements, Your Honor.

4 MR. ELLIOTT: Again, I object. These are
5 still hearsay under the business records exception. I
6 won't get into any kind of voir dire. I will save it
7 for cross examination to show that these are not
8 reliable.

9 THE COURT: You may proceed, over the
10 defendant's objection.

11 (Plaintiff's Exhibit Number 6 is received into
12 evidence.)

13 BY MR. OVERCASH:

14 Q Mr. West, I have here two documents. I will ask if
15 you can identify those two documents. Do these two
16 documents basically just summarize the statements
17 that were just handed to you and offered into
18 evidence?

19 A Yes, in a much easier format.

20 Q Do these two documents show all the payments, cash
21 advances, purchases, and adjustments, finance
22 charges, everything that is contained in the
23 statements?

24 A Yes, they are accounts for all those.

25 MR. OVERCASH: Your Honor, we would offer this

00035

1 as an exhibit.

2 MR. ELLIOTT: Which is it again?

3 (Attorneys confer.)

4 MR. ELLIOTT: I don't have any objection to
5 the summaries themselves. I do, once again, have an
6 objection to the underlying data --

7 THE COURT: Content.

8 MR. ELLIOTT: -- regarding the summaries.

9 THE COURT: Admitted under 1006 over the
10 objection.

11 (Plaintiff's Exhibits Number 7-8 are received
12 into evidence.)

13 BY MR. OVERCASH:

14 Q Mr. West, pertaining to the second account we went
15 over, does account ending in 7382, does C.A.C.H.
16 own that account?

17 A Yes, we purchased the rights to the account. The
18 bank has no further interest in it. We are the
19 sole owner.

20 Q And what is the principal balance due and owing on
21 that account?

22 A The principal balance was the \$99,972.21.

23 Q And are you asking the Court to award judgment in
24 C.A.C.H.'s favor for the principal balance on both
25 of these accounts?

00036

1 A I am.

2 MR. OVERCASH: That's all, Your Honor.

3 THE COURT: Cross examination.

4 CROSS EXAMINATION

5 BY MR. ELLIOTT:

6 Q I'm sorry. Who do you work for?

7 A I work for Square Two Financial, but I am
8 authorized to speak on behalf of C.A.C.H.

9 Q I am just telling you right now. I am hard of
10 hearing. Square?

11 A Square Two Financial.

12 THE COURT: Why don't you move up here.

13 BY MR. ELLIOTT:

14 Q Square C.?

15 A Square Two.

16 Q Square Two?

17 A Yes.

18 Q As in?

19 A T-W-O, the number 2.

20 Q And Square?

21 A The number two and S-Q-U-A-R-E, T-W-O Financial.

22 Q First of all, you are maintaining that Mr. Hoffman
23 had some sort of a contract with Bank of America
24 for these accounts?

25 A That is correct.

00037

1 Q Where is it?

2 A The agreement -- every time you swipe a credit card
3 you are reaccepting the terms and conditions. So
4 if he had a dispute, it was his responsibility to
5 file it in writing. The contract is in the
6 statements.

7 Q I didn't ask you that, Mr. West. Where is the
8 contract?

9 A You would have to be more specific. What do you
10 mean for a contract?

11 Q Where is the credit card agreement, the contract,
12 executed by Mr. Hoffman with Bank of America for
13 either of these accounts?

14 A The contract would be the statements. If you are
15 looking for a request for a line of credit, a
16 signed application, I don't know that there was
17 one. Those pertain to less than 10 percent of
18 accounts created nowadays.

19 Q We still have to have an offer and acceptance
20 constituting the original agreement between Bank of
21 America and Mr. Hoffman; isn't that correct?

22 A Correct. The offer would have been when they
23 mailed him the cards with available credit limits
24 that Mr. Hoffman used. That would have been his
25 agreement to the terms and conditions.

1 Q Indeed, looking at the two exhibits -- I don't have
2 the numbers -- looking at the two exhibits,
3 affidavit of sale and certification of debt for
4 F.I.A. Card Services authored by bank officer Linda
5 K. Stevenson, and the affidavit of claim and
6 certification of debt authored by Peggy Johnson,
7 referring to paragraph 3, the original contract in
8 this manner -- probably a typo -- may not be
9 available or no longer accessible, and this
10 affidavit is to be treated as the original document
11 for all purposes.

12 If the originals are discovered, in fact, it
13 said they will be submitted to the Court for
14 review. So you don't have a contract; do you?

15 A In that language they are referring to an
16 application. That's what they consider a contract;
17 but as I stated, I don't know that there was a
18 signed pen-to-paper application available.

19 Q And likewise with regard to Ms. Johnson's
20 affidavit, paragraph 3, the original contract in
21 this matter has been destroyed or is no longer
22 accessible to Ms. Johnson. You don't have that
23 contract; do you?

24 A As I stated, they are referring to an application.
25 That is standard language on all the affidavits of

1 sale that I have seen for Bank of America. When a
2 signed pen-to-paper request for a line of credit or
3 an application or a contract is available, then
4 it's provided to us.

5 We did request applications in both of these
6 cases. It was not provided to us, which is
7 commonly the case of many accounts which are
8 created online.

9 Q You are essentially suing Mr. Hoffman for breach of
10 contract; are you not?

11 A Suing or assuming? I couldn't hear you.

12 MR. OVERCASH: Your Honor, I object to the
13 question. It's calling for a legal conclusion.

14 THE COURT: I will let him answer it if he
15 can.

16 A My understanding is we are suing under breach of
17 contract. We also are suing under account stated.
18 I don't know. I haven't seen the claim for this
19 particular case.

20 Q But you did not bring with you from Denver,
21 Colorado, for Square Two, you did not bring a copy
22 of the original contract between Mr. Hoffman and
23 Bank of America for account number ending in 4781
24 or in the alternate 7382 referenced by Johnson.
25 You didn't bring that; did you?

00040

1 A Yes, I did. As I have stated, my understanding is
2 the statements would be generating the contract.
3 Because we are not agreeing on what the term
4 contract applies to, it doesn't mean we are wrong.

5 Q And you didn't bring the contract for Bank of
6 America account number ending in 3336. Apparently
7 the successor account, 9589, you didn't bring that
8 contract with you to introduce into evidence
9 either; did you?

10 A As I have stated earlier, I believe the statements
11 are what prove the contract.

12 Q Well, in fact, sir, if these cards were issued by
13 Bank of America and then assigned to C.A.C.H. and
14 you are here from Square Two, you don't have any
15 personal knowledge at all of any contract between
16 Mr. Hoffman and Bank of America as an officer of
17 any institution involved in this lawsuit; do you?

18 A If you are holding it to the strict standard that
19 was I holding Mr. Hoffman's hand when he requested
20 a line of credit, no. But as far as Bank of
21 America's policies for how accounts are created,
22 how they transfer accounts, how statements are
23 created, payments are received, statements are
24 mailed out, disputes are filed, F.D.I.C. audits,
25 yes, I do consider myself having personal knowledge

00041

1 regarding Bank of America.

2 Q All right, sir. Now, I am looking at the Stevenson
3 affidavit and exhibits referencing the Alumni
4 Association of U.N.C. Charlotte. Do you have those
5 available to you?

6 A Yes, that would be the \$12,000 account of
7 Mr. Hoffman?

8 Q Yes, sir. It references World Points without
9 referencing a Bank of America account. I am
10 assuming -- or may we assume that the Alumni
11 Association of U.N.C. Charlotte was a Bank of
12 America account?

13 A You don't need to assume. The address that is
14 listed above Mr. Hoffman's address clearly states
15 Bank of America.

16 Q Now, Mr. West, you are not an employee of the Bank
17 of America; are you?

18 A No, I'm not.

19 Q And you are not the referenced custodian of these
20 accounts or these statements proffered or offered
21 by C.A.C.H. to the Alumni Association of U.N.C.
22 Charlotte? You didn't keep those records; did you?

23 A Yes, I did. Once they were offered to C.A.C.H., we
24 incorporated them into our business records and
25 rely on them to do our business. So, yes, we

00042

1 didn't create them; but we are the records
2 custodian for them now.

3 Q Well, you are now but you certainly -- the original
4 custodian of these record is not here; correct?

5 A The original custodian of these records would be a
6 computer.

7 Q Is that the same for the -- the same answer for the
8 Johnson affidavit regarding the Wake Forest
9 University accelerated account?

10 A Yes. As I stated earlier, the affidavits involved
11 a person, the affidavit of sales that we provided,
12 Exhibits 2 and 5. The actual accounts would have
13 been maintained by a computer.

14 The bank accounts, all accounts with Bank of
15 America that are lines of credit, the process is
16 set up to be systemic as possible, specifically to
17 eliminate or minimize the possibly of inaccuracies.

18 So if you are asking what person was involved
19 in the account when Mr. Hoffman was making a
20 charge, there wouldn't be a person involved unless
21 he filed a dispute.

22 That's the only time that an individual
23 actually touches an account or if a statement is
24 returned undeliverable because the address was
25 incorrect.

00043

1 Q So half of the business records custodian now would
2 be the computer, the infamous computer, of the Bank
3 of America records that you have now brought with
4 you from Denver on behalf of Square Two to
5 introduce into evidence as the evidence of \$110,000
6 owed by Mr. Hoffman to somebody, I suppose
7 C.A.C.H.?

8 A Because of the information that you stated Bank of
9 America had when we purchased the accounts, it was
10 provided to us electronically. These statements
11 and the bill of sale, those were transferred
12 directly from Bank of America's computer system to
13 our computer system.

14 Our computer system then generated an account
15 with the user interface that we use. All of the
16 statements were attached to those accounts as
17 P.D.F.s. That would be the simplest form or most
18 recognizable acronym to put on it. A scanned image
19 would be similar; so that the information can be
20 viewed but can't be altered.

21 Q By the way, these two affidavits, the \$99,000
22 affidavit is authored by somebody under the
23 auspices of Bank of America, N.A.; is that correct,
24 sir?

25 A That is correct.

00044

1 Q And the other one is authored under the auspices of
2 F.I.A. Card Services, N.A.; correct? That would be
3 the Stevenson affidavit?

4 A That is correct, if you are referring to line 1 of
5 both affidavits.

6 Q You are saying that the information you have is
7 that F.I.A. Card Services assigned these accounts
8 to C.A.C.H.?

9 A That is correct. All the accounts that we
10 purchased from Bank of America come through their
11 subsidiary, F.I.A. Card Services. Deborah
12 Pellicciaro, the individual that signed both bills
13 of sale, who I met personally, she holds positions
14 at both Bank of America and F.I.A. Card Services as
15 a V.P.

16 F.I.A. Card Services and Bank of America, for
17 all intents and purposes, are interchangeable.
18 F.I.A. Card Services was just created when N.B.N.A.
19 was merged into it.

20 Q Now, in order for an assignment to be valid, it
21 needs to be -- y'all bought this debt; is that
22 right?

23 A That is correct.

24 Q And in order for an assignment to be -- in order to
25 have an assignment, you actually have to offer good

00045

1 and valuable consideration. That would be money
2 for the account; correct?

3 A Without trying to make a legal conclusion? Yes, we
4 did pay for these accounts.

5 Q I mean, they didn't just send these to you because
6 y'all are good people. Y'all bought those
7 accounts; right?

8 A That's correct. We bought a batch of accounts.

9 Q You paid money for those accounts?

10 A That is my understanding, yes.

11 Q Where is the evidence of the payment of money for
12 those two accounts?

13 A The evidence is the bill of sale document which was
14 created by Bank of America transferring the rights
15 to C.A.C.H. They are stating that they are
16 transferring it to us. As you stated earlier, they
17 wouldn't do it out of the goodness of their heart.

18 Q Right. So how much did you pay?

19 MR. OVERCASH: Objection, Your Honor. That is
20 irrelevant and it's proprietary information and not
21 necessary for the trial of this case. It's not proper
22 evidence.

23 MR. ELLIOTT: Your Honor, with respect I think
24 that they have to prove that they have paid some amount
25 for the account. It was good and valuable

00046

1 consideration.

2 THE COURT: They said they did. He has sworn
3 that they did.

4 MR. ELLIOTT: Well, based on the affidavits of
5 people, but I think they still have to prove that they
6 made a payment, an actual amount of money, for the
7 account, number one.

8 Number two, I will be honest with you. I
9 don't have any South Carolina law on this, but there
10 are -- I believe there may be rules about windfalls to
11 folks, assignees, like these folks.

12 I think this Court is entitled to know how
13 much C.A.C.H. paid for this account in order to try to
14 get an judgment for a hundred thousand dollars against
15 Mr. Hoffman.

16 THE COURT: You are saying he paid for this
17 account?

18 MR. ELLIOTT: Well, both accounts. They
19 bought two accounts. They bought one for around 99 and
20 bought another one --

21 THE COURT: They bought them in a tranche, I
22 believe. Am I correct?

23 THE WITNESS: That is correct.

24 MR. OVERCASH: They bought a large number of
25 accounts with this bill of sale; did they not?

00047

1 THE WITNESS: Yes, a batch of accounts.
2 That's why I said we paid for a batch. It could be as
3 small as 500 accounts, Your Honor. I have seen some as
4 large as 25,000. There are several individuals that we
5 include in that batch that we were paying for.

6 To actually try and break the cost down to
7 what we paid for one individual, my understanding of
8 it -- because there is different creditworthiness and
9 different factors into what an individual's account is
10 worth, it would be next to impossible to actually break
11 it down to an individual price.

12 MR. ELLIOTT: That kind of proves my point,
13 Judge. This lawsuit is against my fellow, Mr. Hoffman,
14 by some global constellation of folks. So I think they
15 have an obligation to prove their case.

16 As part of it, they have to prove that they
17 paid some amount as good and valuable consideration of
18 the assignment of \$110,000 to C.A.C.H. for Mr. Hoffman's
19 alleged accounts.

20 THE COURT: If they paid one dollar, would it
21 matter?

22 MR. ELLIOTT: Yes, sir, I think it would.

23 THE COURT: In terms of this case?

24 MR. ELLIOTT: Yes, sir. I think if they paid
25 one dollar, if they proved that they paid one dollar,

1 then I think there would be a strong argument to be made
2 that a judgment for \$110,000 would be a windfall and
3 improper.

4 THE COURT: Inequitable?

5 MR. ELLIOTT: Yes, sir, unjust enrichment.

6 THE COURT: What is your objection? Just
7 state your objection.

8 MR. OVERCASH: My objection is how much they
9 paid for this particular account, number one, as
10 Mr. West has testified, he is unable to reliably state
11 how much was paid for this particular account because
12 there were a number of accounts for this particular
13 batch and different circumstances and amounts for each
14 one.

15 It would be practically impossible to state
16 exactly how much was paid for each of these individual
17 accounts. My objection also is that this information is
18 proprietary to C.A.C.H. and Square Two and that it is
19 totally irrelevant to the issues before the Court at
20 this time.

21 THE COURT: I sustain the objection. You may
22 continue, Mr. Elliott.

23 BY MR. ELLIOTT:

24 Q Mr. West, show me where you -- show me any evidence
25 of Bank of America or F.I.A. Card Services giving

1 notice to Mr. Hoffman of the assignment of the
2 debt?

3 A I do not have any evidence of that.

4 MR. ELLIOTT: Your Honor, I am handing up
5 South Carolina Code Section 37-3-406 requiring the
6 notice of assignment of any such debt to the debtor.

7 (Hands to Court.)

8 THE COURT: Okay.

9 MR. ELLIOTT: No further questions.

10 MR. OVERCASH: Thank you. You may step down,
11 sir.

12 THE COURT: Anything further? Redirect?

13 MR. OVERCASH: No, Your Honor.

14 THE COURT: You may come down.

15 (Witness leaves the witness stand.)

16 MR. OVERCASH: That concludes our case, Your
17 Honor. I would argue that we are entitled to judgment
18 on both of these accounts: Account one for \$99,972.21;
19 account two, \$12,266.15, plus prejudgment interest.

20 We have proven our case. I would like to hand
21 up the Restatement (Second) of Contracts. It states --
22 Restatement (Second) of Contracts, 1981 -- defines an
23 account stated as follows:

24 An account stated is a manifestation of assent
25 by debtor and creditor to a stated sum as an accurate

1 computation of amount due the creditor. A party's
2 retention without objection for an unreasonably long
3 time of statement of account rendered by the other party
4 is a manifestation assent.

5 The request to admit, the defendant admitted
6 getting the statements, admitted that he made no
7 protest, no objection to those statements. We would
8 submit, Your Honor, we have proven our case and would
9 ask for judgment accordingly.

10 THE COURT: Any motion on behalf of the
11 defendant?

12 MR. ELLIOTT: Yes, sir. I would move for a
13 directed verdict on behalf of the defendant. Here is
14 why. They have not proven their case. First and
15 foremost, let me say this. I did a fair amount of
16 research about these kinds of issues.

17 Judge, this is -- as you might imagine -- this
18 is serious business. This is \$110,000. This isn't
19 3,000 or 4,000 or a \$5,000 credit card. Of course, we
20 began these proceedings -- and I will also tell you that
21 my research indicates that Courts around the country
22 are taking a harder view of all these debt collection
23 practices and the competency or incompetency of
24 evidence, improper foundations, and so forth.

25 I will get to the assignment in a minute.

00051

1 It's more than interesting to me that this case starts
2 out with a witness on behalf of a corporation who we
3 didn't even know about until 2:00 o'clock this
4 afternoon.

5 THE COURT: Who submitted this -- I am looking
6 through the file -- who submitted this Supreme Court of
7 Missouri en banc decision?

8 MR. ELLIOTT: I did.

9 THE COURT: You did?

10 MR. ELLIOTT: I did. I have got another one
11 for you.

12 THE COURT: Just wait a minute. Just let me
13 ask the question. You submitted this?

14 MR. ELLIOTT: Yes, sir.

15 THE COURT: Who was the -- just out of
16 curiosity if you recall -- who was the witness in that
17 case?

18 MR. ELLIOTT: Gosh. I'm sorry, Judge. I
19 can't even read.

20 THE COURT: I will tell you.

21 MR. ELLIOTT: It's dark in here.

22 THE COURT: Well, he worked for Square Two
23 Financial or she worked for Square Two Financial. Now,
24 you are telling me you never heard of them. You
25 submitted this order.

1 MR. ELLIOTT: I had no idea.

2 THE COURT: Okay.

3 MR. ELLIOTT: I sent interrogatories. I
4 actually did some work on this file. I sent
5 interrogatories. I wanted to know who the witnesses
6 were.

7 THE COURT: Go ahead.

8 MR. ELLIOTT: I am told Monday that we have
9 got a witness coming out of Denver. I am looking at the
10 two witnesses that were disclosed from Denver. I don't
11 know about any Square Two guy.

12 THE COURT: Go ahead.

13 MR. ELLIOTT: I will hand up another copy that
14 might be a little bit more readable. In any event it's
15 an important case.

16 THE COURT: I have got it. I have read it.
17 Go ahead.

18 MR. ELLIOTT: Your law clerk may like it.

19 THE COURT: Go ahead. I have read it.

20 MR. ELLIOTT: They have to prove the existence
21 of a contract. They haven't. They have to prove
22 that -- they have to introduce into evidence some
23 competent witness to talk about or to testify about the
24 business records originated by Bank of America. They
25 haven't.

00053

1 Of course, they have not provided any notice
2 of the assignment. They have not provided proof of any
3 notice of the assignment by either Bank of America or
4 F.I.A. Card Services to Mr. Hoffman.

5 Now, you can't assign what you don't own.
6 These two accounts were -- these two accounts were Bank
7 of America accounts. The assignment, however, is by
8 F.I.A. Card Services to C.A.C.H.

9 I have the 8-K. Here is what the 10-Q says --
10 both of them. I will just read the one that is
11 pertinent to the time this assignment was made. On
12 June 30, 2010, a corporation operated as banking
13 activities primarily under two charters, Bank of
14 America, National Association -- Bank of America,
15 N.A. -- and F.I.A. Card Services, N.A.

16 F.I.A. Card Services, N.A. is a completely --
17 it is a different, separately chartered bank. There has
18 to be -- there cannot be a break in the chain of
19 assignment. Whoever Bank of America is -- and it says
20 Bank of America, N.A. took a \$100,000 note -- \$99,000
21 affidavit, Bank of America, N.A.

22 It doesn't say anything about Bank of America,
23 N.A. providing an assignment to F.I.A. Card Services and
24 then F.I.A. Card Services, you know, assigning its
25 interest to C.A.C.H.

1 The other one, indeed, is authored by F.I.A.
2 Card Services, but we had a bank -- it still references
3 a Bank of America credit card. So we are dealing with
4 Bank of America as one entity and F.I.A. Card Services
5 as a completely wholly separate entity, a federally
6 chartered bank, which is its own entity.

7 Unless you think, Judge, that I am all wet --
8 I may have been all wet in some other cases, but I don't
9 think I am all wet on this case -- I am going to hand up
10 to you, and I will grant this is a slip opinion out of a
11 New York civil court.

12 But you know what? They analyzed it the same
13 way. I am going to hand this up in a minute. I will
14 read the language. The assignor of the -- quote --
15 loans is identified as F.I.A. Card Services, N.A.

16 The defendant's account was issued by Bank of
17 America, not F.I.A. Card Services, although F.I.A. Card
18 Services allegedly is a -- quote -- wholly owned
19 subsidiary of Bank of America Corporation according to a
20 witness.

21 Plaintiff makes no effort to explain how and
22 when the bank's subsidiary, a separate corporate entity,
23 acquired the right, title, and interest conveyed in
24 defendant's alleged indebtedness to C.A.C.H.

25 I'm not out in the field on this, Judge. They

1 have to prove their case. They haven't proved their
2 case. They are asking for a judgment against my fellow
3 of \$110,000, which is not chump change. They haven't
4 proved their case.

5 THE COURT: All right.

6 MR. OVERCASH: Your Honor, first of all, the
7 opinions that were handed up are factually different
8 than the case we have here today. The first one, the
9 account was sold to another party and then sold to
10 C.A.C.H., and there were problems in establishing the
11 chain of title.

12 In this case that didn't happen. Bank of
13 America sold and assigned these two accounts directly to
14 C.A.C.H. Our witness testified to that. He testified
15 that C.A.C.H. is the owner.

16 In our complaint we allege that the account
17 was originally owned by Bank of America or one of its
18 subsidiaries. The bill of sale refers to F.I.A. Card
19 Services.

20 The affidavit that was introduced into
21 evidence, F.I.A. Card Services, the second page on all
22 of the statements that were admitted into evidence say
23 the account is administered by F.I.A. Card Services.

24 The S.E.C. documents establish that F.I.A.
25 Card Services is a wholly owned subsidiary of Bank of

00056

1 America. Your Honor, we have proven our case and we
2 would ask for judgment.

3 THE COURT: In a mortgage it is fairly
4 typical, a mortgage situation. I borrow money from Bank
5 of America, but that loan is serviced by some other
6 entity other than the bank.

7 Is that similar to what we are dealing with
8 here or are we dealing with something different than
9 that? The accounts all reference Bank of America, just
10 looking through the statements; correct?

11 MR. OVERCASH: Bank of America has, I believe,
12 over 200 subsidiaries. They do various things with
13 their subsidiaries. F.I.A. Card Services is the
14 subsidiary that they operate -- that they transact all
15 their credit card business in.

16 THE COURT: Tell me, in response to
17 Mr. Elliott's argument, what effect the admissions have
18 on his argument?

19 MR. OVERCASH: Your Honor, he admits the
20 account numbers. All the account numbers on the
21 affidavits, the statements, the bill of sale, he admits
22 he had that account number on both accounts. He admits
23 that he made payments to the issuer.

24 THE COURT: So he utilized the accounts.

25 MR. OVERCASH: Yes. In number three he admits

1 that he made payments to the issuer. Number four, he
2 admits that he was provided with monthly account
3 statements by the issuer. The issuer is identified in
4 number one as Bank of America Corporation or its
5 subsidiary, F.I.A. Card Services.

6 Number five, he admits that he has not
7 disputed any of the accounts statements provided by the
8 issuer for both accounts. Number six, he admits that
9 there is an unpaid balance. The only thing he contests
10 is the amount of that balance.

11 MR. ELLIOTT: Except that I go on and I say
12 plainly that he wants me to admit that C.A.C.H.
13 purchased the right to receive payment on these
14 accounts. That is denied, with strict proof demanded.

15 THE COURT: I understand.

16 MR. ELLIOTT: I have got a couple of issues
17 that ain't real strong. I understand that. I am
18 telling you, this assignment is a problem. There is
19 some meat on that one.

20 THE COURT: I respectfully deny your motion,
21 Mr. Elliott. Mr. Elliott, you may now present your
22 case.

23 MR. ELLIOTT: I'm sorry?

24 THE COURT: Call your first witness. It's
25 your turn.

1 MR. ELLIOTT: The defense rests. We renew our
2 motion --

3 THE COURT: For the record.

4 MR. ELLIOTT: -- to dismiss on grounds -- to
5 deny relief on grounds the plaintiff has no proven its
6 case.

7 THE COURT: All right. Thank you very much,
8 counsel.

9 Mr. Overcash, prepare me an order.

10 MR. ELLIOTT: I would like to see that order,
11 of course, Judge, before it goes to you.

12 THE COURT: I will let him send it to you at
13 the same time. He need not let you preview it.

14 MR. ELLIOTT: That's all I'm asking.

15 THE COURT: Thank you very much.

16 *** END OF REQUESTED TRANSCRIPT OF RECORD ***
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00059



EXHIBIT C

BILL OF SALE AND ASSIGNMENT OF LOANS

The undersigned Assignor ("Assignor") on and as of the date hereof hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to CACH, LLC., a Limited Liability Company organized under the laws of Colorado ("Assignee") without recourse and without representations or warranties of any type, kind, character or nature, express or implied, subject to Buyer's repurchase rights as set forth in Sections 8.1 and 8.2, all of Assignor's right, title and interest in and to each of the loans identified in the loan schedule ("Loan Schedule") attached hereto (the "Loans"), together with the right to all principal, interest or other proceeds of any kind with respect to the Loans remaining due and owing as of the Cut-Off Date applicable to such Loans as set forth in the Loan Sale Agreement pursuant to which the Loans are being sold (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Loans into cash or other liquidated property).

DATED: June 22, 2010.

ASSIGNOR: FIA CARD SERVICES, N.A.

Name: Debra L Pellicciaro

Title: Assistant Vice President

55168/36810

00060

Fax 302.458.0438

Bank of America, Asset Sales
Deerfield III, 655 Paper Mill Road, Newark, DE 19711

LOAN SCHEDULE

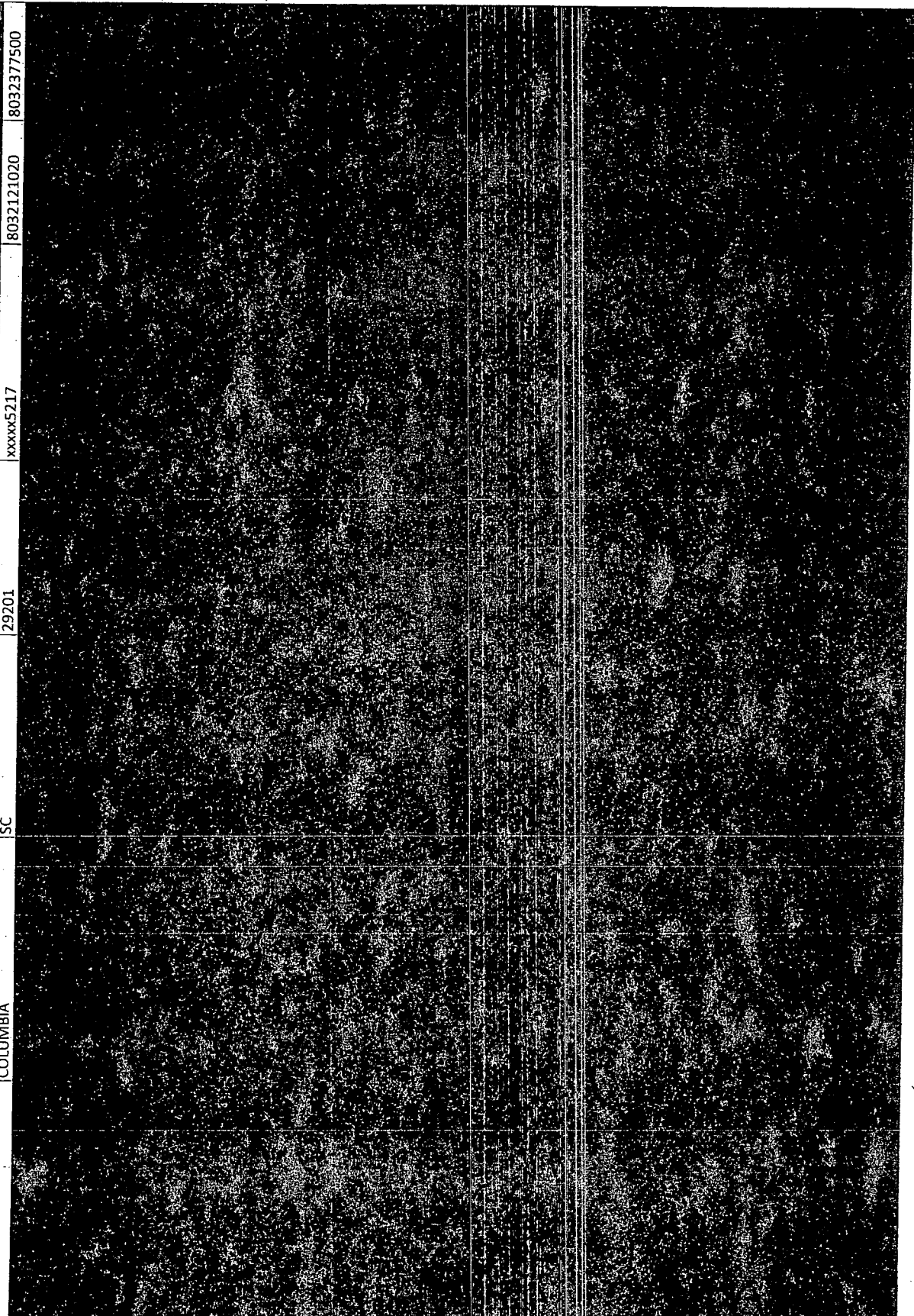
00061

Cut Off Date	Charge Off Account Number	Charge Off Date	Original Account Number	Primary Name - Title First Middle Last\$Suffix
6/16/2010	3336	31-May-10	9589	TOBY HOFFMAN JR

Secondary Name - Title First Middle*Last\$Suffix	Secondary Name - Social Security Number	Address Line 1
		1407 SUMMERVILLE AVE

Address Line 2 City State or Country Code Zip or Postal Code Social Security Number Home Phone Work Phone

	COLUMBIA	SC	29201	xxxxx5217	8032121020	8032377500
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Current (Sale) Balance	Charge Off Balance	Last Pay Amount	Last Pay Date	Open Date	Interest Rate	First Delq Date	Birth Date
\$12,266.15	12266.15	68	02-Mar-09	01-Feb-08	29.99	14-Dec-09	09-Jul-61

Affinity

ALUMNI ASSOCIATION OF UNC CHARLOTTE

Conversion Account Number Fee Portion of C/O Balance

273

00066

Interest Portion of C/O Balance Legacy

1936.65 BAC

00067

AFFIDAVIT OF SALE AND CERTIFICATION OF DEBT

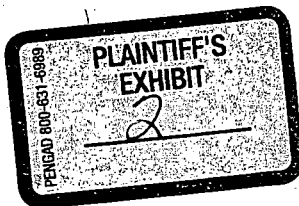
STATE OF NORTH CAROLINA
CITY OF GREENSBORO

FIA Card Services, N.A.
Account Holder: TOBY HOFFMAN JR

Account No: ~~1111 1111 1111~~ 3336, ~~1111 1111 1111~~ 9589

The undersigned, Melinda K. Stephenson, being duly sworn, states and deposes as follows:

1. That Affiant is employed by FIA Card Services, N.A., in the position of Bank Officer and is duly authorized to make this affidavit.
2. That FIA Card Services, N.A. is a wholly owned subsidiary of Bank of America Corporation and is successor in interest to MBNA Bank NA, Fleet Bank (RI), and Bank of America, National Association (USA).
3. That the original contract in this manner may not be available, or no longer accessible to Affiant and that this Affidavit is to be treated as the original document for all purposes. If any originals are discovered, they will be submitted to the court for review.
4. That the statements made in this Affidavit are based on the computerized and hard copy books and records of FIA Card Services, N.A., maintained in the ordinary course of business, with the entries in them having been made at or near the time of the transaction recorded.
5. That FIA Cards Services account records show that:
 - a. Account number ~~1111 1111 1111~~ 3336, formerly account number ~~1111 1111 1111~~ 9589, was opened on 02/01/08 by TOBY HOFFMAN JR.
 - b. That there is due and payable as of 05/31/10 the sum of \$12266.15, notwithstanding legally chargeable post charge-off interest, pursuant to the terms of the card member agreement with FIA Card Services, N.A.
 - c. That said agreement and account was, on 6/17/2010 sold, transferred and set over unto CACH, LLC, with full authority to do and perform all acts necessary for collection, settlement, adjustment, compromise or satisfaction of the said claim.
 - d. There were no uncredited, payments, just counterclaims or offsets against said debt when sold.
6. That as a result of the sale of said account, CACH, LLC and/or its authorized Agent, has complete authority to settle, adjust compromise and satisfy same that FIA Card Services had no further interest in the account for any purpose.



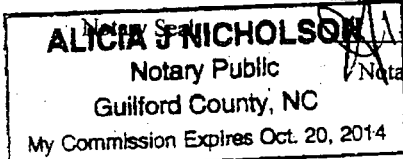
DATED THIS ____ day of FEB 28 2011, 2011

FIA Card Services, N.A.

By: Melinda K. Stephenson
Bank Officer

Subscribed and sworn to before me this ____ day of FEB 28 2011, 2011

My commission expires:



Alicia J. Nicholson
Notary Public

00068

Alumni Association of UNC Charlotte

Prepared for: TOBY HOFFMAN JR

Account Number: 9589

October 2009 Statement

Credit Line: \$10,000.00

Cash or Credit Available: \$0.00



Account Information	
Summary of Transactions	
Previous Balance	\$0.00
Payments and Credits	\$0.00
Cash Advances	\$9,650.00
Purchases and Adjustments	\$0.00
Periodic Rate Finance Charges	\$143.89
Transaction Fee Finance Charges	\$289.50
New Balance Total	\$10,083.39

Billing Cycle and Payment Information	
Days in Billing Cycle	30
Closing Date	10/15/09
Payment Due Date	11/11/09
Current Payment Due	\$243.00
Past Due Amount	\$0.00
Total Minimum Payment Due	\$243.00

Customer Service

For Information on Your Account Visit:
www.bankofamerica.com
Call toll-free 1-800-789-6685
TDD hearing-impaired 1-800-346-3178

Mail Payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions						
Cash Advances	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
ONLINE BANKING ADVANCE TO US		09/25	09/25	9451	9589	9,650.00
BANK TRANSACTION FEE		09/25	09/25	9451	9589	289.50

YOUR ACCOUNT IS OVERLIMIT.
TO AVOID AN OVERLIMIT FEE
ON YOUR NEXT STATEMENT, WE
MUST RECEIVE A CONFORMING
PAYMENT, THAT BRINGS AND
KEEPS YOUR ACCOUNT BALANCE
BELOW THE CREDIT LINE,
WITHIN 27 DAYS OF THE ABOVE
STATEMENT CLOSING DATE,
AND NOT GO OVERLIMIT AGAIN.



WORLDPOINTS

- 0 MONTHLY EARNINGS
- 0 BONUS POINTS THIS MONTH
- 0 POINTS AVAILABLE

Important Information About Your Account

SIMPLIFY YOUR LIFE AND HELP THE ENVIRONMENT - ENROLL IN PAPERLESS STATEMENTS.
SIGN INTO YOUR ACCOUNT AT BANKOFAMERICA.COM AND CLICK "GO PAPERLESS."

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.866.297.9258 TO
USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

RECEIVE \$10 OFF YOUR FIRST 20 LB. GIFT BOX OF FLORIDA CITRUS. REG:\$36.95,
INTRO PRICE:\$26.95 + S&H AL'S FAMILY FARMS, 1.888.231.2450 DEPT. 113

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160018.

12 010083390002430000006800000 9589

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929

☐ Check here for a change of mailing address or phone number(s).
Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 9589

NEW BALANCE TOTAL: \$10,083.39

PAYMENT DUE DATE: 11/11/09

TOTAL MINIMUM PAYMENT DUE \$243.00

Enter Payment Amount Enclosed: \$

Mail this payment coupon along with a
check or money order payable to: BANK OF AMERICA

5240222501

9589

00069

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE211 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ _____ Reference # _____
Sale #2 \$ _____ Reference # _____

- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: _____
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "****" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a tradename of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00070

Alumni Association of UNC Charlotte

Prepared for: TOBY HOFFMAN JR

Account Number: 9589

October 2009 Statement

Credit Line: \$10,000.00

Cash or Credit Available: \$0.00



Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370% V	9.99%	S	\$0.00
Cash Advances		0.068466% V	24.99%	S	\$7,005.49
Purchases		0.027370% V	9.99%	S	\$0.00

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

53.89%

APR Type Definitions: Daily Interest Rate Type: V= Variable Rate (Interest Rate may vary); APR Type: S= Standard APR (APR normally in effect)

00071

00072

Alumni Association of UNC Charlotte

Prepared for: TOBY HOFFMAN JR

Account Number: 9589

November 2009 Statement

Credit Line: \$10,000.00

Cash or Credit Available: \$0.00



Account Information		Billing Cycle and Payment Information	
Summary of Transactions		Days in Billing Cycle	29
Previous Balance	\$10,083.39	Closing Date	11/13/09
Payments and Credits	- \$0.00	Payment Due Date	12/10/09
Purchases and Adjustments	+ \$78.00	Current Payment Due	\$342.00
Periodic Rate Finance Charges	+ \$202.20	Past Due Amount	\$243.00
Transaction Fee Finance Charges	+ \$0.00	Total Minimum Payment Due	\$585.00
New Balance Total	\$10,363.59		

Customer Service

For Information on Your Account Visit
www.bankofamerica.com
Call toll-free 1-800-789-6685
TDD hearing-impaired 1-800-346-3178

Mail Payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions						
Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE FEE FOR PAYMENT DUE 11/11		11/12	11/11	0083		39.00
OVERLIMIT FEE (BASED ON BALANCE 10,083.39)		11/13	11/11	D/27		39.00

YOUR ACCOUNT IS OVERLIMIT.
TO AVOID AN OVERLIMIT FEE
ON YOUR NEXT STATEMENT, WE
MUST RECEIVE A CONFORMING
PAYMENT, THAT BRINGS AND
KEEPS YOUR ACCOUNT BALANCE
BELOW THE CREDIT LINE,
WITHIN 27 DAYS OF THE ABOVE
STATEMENT CLOSING DATE,
AND NOT GO OVERLIMIT AGAIN.

WORLDPOINTS
0 MONTHLY EARNINGS.
0 BONUS POINTS THIS MONTH
0 POINTS AVAILABLE

Important Information About Your Account

SIMPLIFY YOUR LIFE AND HELP THE ENVIRONMENT - ENROLL IN PAPERLESS STATEMENTS.
SIGN INTO YOUR ACCOUNT AT BANKOFAMERICA.COM AND CLICK "GO PAPERLESS."

12 010363590005850000006800000 9589

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929

☐ Check here for a change of mailing address or phone number(s).
Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 9589

NEW BALANCE TOTAL: \$10,363.59

PAYMENT DUE DATE: 12/10/09

TOTAL MINIMUM PAYMENT DUE: \$585.00

Enter Payment Amount Enclosed: \$

Mail this payment coupon along with a
check or money order payable to: BANK OF AMERICA

00073

524022250 9589

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE211 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ _____ Reference # _____
Sale #2 \$ _____ Reference # _____

- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: _____
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00074

Alumni Association of UNC Charlotte

Prepared for: TOBY HOFFMAN JR

Account Number: 9589

November 2009 Statement

Credit Line: \$10,000.00

Cash or Credit Available: \$0.00



Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370% V	9.99%	S	\$0.00
Cash Advances		0.068466% V	24.99%	S	\$10,180.64
Purchases		0.027370% V	9.99%	S	\$8.07

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

24.97%

APR Type Definitions: Daily Interest Rate Type: V= Variable Rate (Interest Rate may vary); APR Type: S= Standard APR (APR normally in effect)

00075

00076

Alumni Association of UNC Charlotte

Prepared for: TOBY HOFFMAN JR

Account Number: 9589

December 2009 Statement

Credit Line: \$10,000.00

Cash or Credit Available:



Account Information	
Summary of Transactions	
Previous Balance	\$10,363.59
Payments and Credits	\$0.00
Purchases and Adjustments	\$78.00
Periodic Rate Finance Charges	\$221.33
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$10,662.92
Billing Cycle and Payment Information	
Days in Billing Cycle	31
Closing Date	12/14/09
Payment Due Date	01/10/10
Current Payment Due	\$364.00
Past Due Amount	\$585.00
Total Minimum Payment Due	\$949.00

Customer Service

For Information on Your Account Visit
www.bankofamerica.com
Call toll-free 1-800-789-6685
TDD hearing-impaired 1-800-346-3178

Mail Payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions						
Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE FEE FOR PAYMENT DUE 12/10		12/10	12/10	0363		39.00
OVERLIMIT FEE (BASED ON BALANCE 10,402.59)		12/14	12/10	D/27		39.00

YOUR ACCOUNT IS OVERLIMIT.
TO AVOID AN OVERLIMIT FEE
ON YOUR NEXT STATEMENT, WE
MUST RECEIVE A CONFORMING
PAYMENT, THAT BRINGS AND
KEEPS YOUR ACCOUNT BALANCE
BELOW THE CREDIT LINE,
WITHIN 27 DAYS OF THE ABOVE
STATEMENT CLOSING DATE,
AND NOT GO OVERLIMIT AGAIN.

WORLDPOINTS
0 MONTHLY EARNINGS
0 BONUS POINTS THIS MONTH
0 POINTS AVAILABLE

Important Information About Your Account

SIMPLIFY YOUR LIFE AND HELP THE ENVIRONMENT - ENROLL IN PAPERLESS STATEMENTS.
SIGN INTO YOUR ACCOUNT AT BANKOFAMERICA.COM AND CLICK "GO PAPERLESS."

12 010662920009490000006800000 9589

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929

☐ Check here for a change of mailing address or phone number(s).
Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 9589

NEW BALANCE TOTAL: \$10,662.92

PAYMENT DUE DATE: 01/10/10

TOTAL MINIMUM PAYMENT DUE \$949.00

Enter Payment Amount Enclosed: \$

Mail this payment coupon along with a
check or money order payable to: BANK OF AMERICA

524022250: 9589

00077

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE211 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ _____ Reference # _____
Sale #2 \$ _____ Reference # _____

- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to:
Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "***" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate the daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00078

Alumni Association of UNC Charlotte

Prepared for: TOBY HOFFMAN JR

Account Number: ~~XXXXXXXXXX~~ 9589

December 2009 Statement

Credit Line: \$10,000.00

Cash or Credit Available:



Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370% V	9.99%	S	\$0.00
Cash Advances		0.068466% V	24.99%	S	\$10,391.86
Purchases		0.027370% V	9.99%	S	\$90.97

Annual Percentage Rate for this Billing Period:

24.85%

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Daily Interest Rate Type: V= Variable Rate (Interest Rate may vary); APR Type: S= Standard APR (APR normally in effect)

00079

00080

Alumni Association of UNC Charlotte

Prepared for: TOBY HOFFMAN JR

Account Number: 9589

January 2010 Statement

Credit Line: \$10,000.00

Cash or Credit Available:



Account Information	
Summary of Transactions	
Previous Balance	\$10,662.92
Payments and Credits	\$0.00
Purchases and Adjustments	\$78.00
Periodic Rate Finance Charges	\$226.73
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$10,967.65
Billing Cycle and Payment Information	
Days in Billing Cycle	31
Closing Date	01/14/10
Payment Due Date	02/10/10
Current Payment Due	\$372.00
Past Due Amount	\$949.00
Total Minimum Payment Due	\$1,321.00

Customer Service
For Information on Your Account Visit
www.bankofamerica.com
Call toll-free 1-800-789-6685
TDD hearing-impaired 1-800-346-3178
Mail Payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019
Mail Billing Inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Purchases and Adjustments						
LATE FEE FOR PAYMENT DUE 01/10		01/11	01/10	0662		39.00
OVERLIMIT FEE (BASED ON BALANCE 10,662.92)		01/14	01/10	D/27		39.00

YOUR ACCOUNT IS OVERLIMIT.
TO AVOID AN OVERLIMIT FEE
ON YOUR NEXT STATEMENT, WE
MUST RECEIVE A CONFORMING
PAYMENT, THAT BRINGS AND
KEEPS YOUR ACCOUNT BALANCE
BELOW THE CREDIT LINE,
WITHIN 27 DAYS OF THE ABOVE
STATEMENT CLOSING DATE,
AND NOT GO OVERLIMIT AGAIN.

Important Information About Your Account

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370% V	9.99%	S	\$0.00
Cash Advances		0.068466% V	24.99%	S	\$10,614.70
Purchases		0.027370% V	9.99%	S	\$170.06

Annual Percentage Rate for this Billing Period: 24.75%
(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Daily Interest Rate Type: V= Variable Rate (Interest Rate may vary); APR Type: S= Standard APR (APR normally in effect)

12 010967650013210000006800000 9589

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929

☐ Check here for a change of mailing address or phone number(s).
Please provide all corrections on the reverse side.

Payment Information	
ACCOUNT NUMBER:	9589
NEW BALANCE TOTAL:	\$10,967.65
PAYMENT DUE DATE:	02/10/10
TOTAL MINIMUM PAYMENT DUE	\$1,321.00
Enter Payment Amount Enclosed:	\$

Mail this payment coupon along with a
check or money order payable to: BANK OF AMERICA

5240222501 9589

00081

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE211 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ _____ Reference # _____
Sale #2 \$ _____ Reference # _____

- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: _____
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to:
Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00082

Alumni Association of UNC Charlotte

Prepared for: TOBY HOFFMAN JR

Account Number: 9589

February 2010 Statement

Credit Line: \$10,000.00

Cash or Credit Available:



Account Information

Summary of Transactions

Previous Balance	\$10,967.65
Payments and Credits	\$0.00
Purchases and Adjustments	\$39.00
Periodic Rate Finance Charges	\$264.46
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$11,271.11

Billing Cycle and Payment Information

Days in Billing Cycle	29
Closing Date	02/12/10
Payment Due Date	03/11/10
Current Payment Due	\$413.00
Past Due Amount	\$1,321.00
Total Minimum Payment Due	\$1,734.00

Customer Service

For Information on Your Account Visit

www.bankofamerica.com

Call toll-free 1-800-789-6685

TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:

BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions

Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE FEE FOR PAYMENT DUE 02/10		02/10	02/10	0967		39.00

Important Information About Your Account

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.082164%	29.99%	S	\$0.00
Cash Advances		0.082164%	29.99%	S	\$10,855.74
Purchases		0.082164%	29.99%	S	\$243.05

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

29.99%

APR Type Definitions: APR Type: S= Standard APR (APR normally in effect)

12 011271110017340000006800000 9589

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929

☐ Check here for a change of mailing address or phone number(s).
Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 9589

NEW BALANCE TOTAL: \$11,271.11

PAYMENT DUE DATE: 03/11/10

TOTAL MINIMUM PAYMENT DUE
\$1,734.00

Enter Payment Amount Enclosed:

\$

Mail this payment coupon along with a
check or money order payable to: BANK OF AMERICA

00083

5240222501 9589

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE211 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$_____ to \$_____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$_____ Reference #_____
Sale #2 \$_____ Reference #_____

- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to:
Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "****" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00085

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE311 Rev. 02/10

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll-free 1.866.266.0212 Monday-Thursday 8 a.m.-9 p.m., Friday 8 a.m.-7 p.m. and Saturday 8 a.m.-6 p.m. Eastern. For prompt service, please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ _____ Reference # _____ Sale #2 \$ _____ Reference # _____

- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation/cancellation#:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue interest on certain transactions or balances. There is no Grace Period for Balance Transfers or Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total. If you do not pay in full this statement's New Balance Total by its Payment Due Date but you paid in full this statement's Previous Balance by its Payment Due Date, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the amount of the purchase balance you pay by the Payment Due Date following our payment allocation method.

CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Balance Method (including new Balance Transfers and new Cash Advances):

We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance"—a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases):

We calculate separate Balances Subject to an Interest Rate for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together;

PAYMENTS

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central time. Credit for any other payments may be delayed up to five days.

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the fees for credit card debt cancellation or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such fees are billed.

TOTAL INTEREST CHARGE COMPUTATION

Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a tradename of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

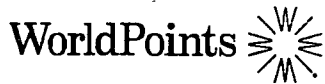
City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00086



Alumni Association of UNC Charlotte

9589
February 12 - March 15, 2010
Page 3 of 4

Transactions continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
03/15	03/15	Interest Charged				
		Interest Charged on Purchases			7.41	
		TOTAL INTEREST FOR THIS PERIOD				\$290.81

2010 Totals Year-to-Date

Total fees charged in 2010	\$156.00
Total interest charged in 2010	\$782.00

Important Messages

Your balance exceeds the credit limit.

Interest Charge Calculation

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

	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Balance Transfers	29.99%			\$ 0.00	\$ 0.00
Cash Advances	29.99%			\$11,126.58	\$283.40
Purchases	29.99%			\$ 290.85	\$ 7.41

00087

00088



Alumni Association of UNC Charlotte

TOBY HOFFMAN JR
Account Number: [REDACTED] 9589
March 16 - April 14, 2010

Account Information:
www.bankofamerica.com

Mail billing inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE
19850-5026

Mail payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE
19886-5019

Customer Service:
1.800.789.6701
(1.800.346.3178 TTY)

Payment Information		
New Balance Total	\$11,929.44	
Current Payment Due	\$444.00	
Past Due Amount	\$2,176.00	
Total Minimum Payment Due	\$2,620.00	
Payment Due Date	5/11/10	
 Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$39.00.		
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 using this card, and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	31 years	\$35,977.45
If you would like information about credit counseling services, call 1-866-300-5238.		

Account Summary		
Previous Balance	\$11,600.92	
Payments and Other Credits	0.00	
Purchases and Adjustments	0.00	
Fees Charged	39.00	
Interest Charged	289.52	
New Balance Total	\$11,929.44	
 Credit Line		\$10,000.00
Statement Closing Date	4/14/10	
Days in Billing Cycle	30	

Transactions						
Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
Fees						
04/11	04/12	LATE FEE FOR PAYMENT DUE 04/11	1600		39.00	
		TOTAL FEES FOR THIS PERIOD				\$39.00
Interest Charged						
04/14	04/14	Interest Charged on Balance Transfers			0.00	
04/14	04/14	Interest Charged on Cash Advances			281.22	
continued on next page...						

12 0119294400262000000068000000 [REDACTED] 9589

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929

Account Number: [REDACTED] 9589

New Balance Total\$11,929.44
Minimum Payment Due 2,620.00
Payment Due Date 05/11/10

Enter payment amount \$

☐ Check here for a change of mailing address or phone numbers.
Please provide all corrections on the reverse side.
Mail this coupon along with your check payable to: BANK OF AMERICA

00089

5240222501 [REDACTED] 9589

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll-free 1.866.266.0212 Monday-Thursday 8 a.m.-9 p.m., Friday 8 a.m.-7 p.m. and Saturday 8 a.m.-6 p.m. Eastern. For prompt service, please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ _____ Reference# _____ Sale #2 \$ _____ Reference# _____

- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation/cancellation#:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue interest on certain transactions or balances. There is no Grace Period for Balance Transfers or Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total. If you do not pay in full this statement's New Balance Total by its Payment Due Date but you paid in full this statement's Previous Balance by its Payment Due Date, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the amount of the purchase balance you pay by the Payment Due Date following our payment allocation method.

CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Balance Method (including new Balance Transfers and new Cash Advances):

We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance"—a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases):

We calculate separate Balances Subject to an Interest Rate for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together;

PAYMENTS

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central time. Credit for any other payments may be delayed up to five days.

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the fees for credit card debt cancellation or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such fees are billed.

TOTAL INTEREST CHARGE COMPUTATION

Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

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Alumni Association of UNC Charlotte

9589
March 16 - April 14, 2010
Page 3 of 4

Transactions continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
04/14	04/14	Interest Charged			8.30	
		Interest Charged on Purchases				
		TOTAL INTEREST FOR THIS PERIOD				\$289.52

2010 Totals Year-to-Date

Total fees charged in 2010	\$195.00
Total interest charged in 2010	\$1,071.52

Important Messages

Your balance exceeds the credit limit.

Interest Charge Calculation

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

	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Balance Transfers	29.99%			\$ 0.00	\$ 0.00
Cash Advances	29.99%			\$11,408.80	\$281.22
Purchases	29.99%			\$ 336.61	\$ 8.30

00091

00092



Alumni Association of UNC Charlotte

TOBY HOFFMAN JR
Account Number: [REDACTED] 9589
April 15 - May 14, 2010

Account Information:
www.bankofamerica.com

Mail billing inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE
19850-5026

Mail payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE
19886-5019

Customer Service:
1.800.789.6701
(1.800.346.3178 TTY)

Payment Information

New Balance Total\$12,266.15
Current Payment Due.....\$456.00
Past Due Amount\$2,620.00

Total Minimum Payment Due.....\$3,076.00
Payment Due Date 6/11/10

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$39.00.

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 using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	31 years	\$36,026.46

If you would like information about credit counseling services, call 1-866-300-5238.

Account Summary

Previous Balance\$11,929.44
Payments and Other Credits.....0.00
Purchases and Adjustments 0.00
Fees Charged\$39.00
Interest Charged\$297.71

New Balance Total.....\$12,266.15

Credit Line.....\$10,000.00
Statement Closing Date 5/14/10
Days in Billing Cycle 30

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
05/11	05/11	Fees LATE FEE FOR PAYMENT DUE 05/11 TOTAL FEES FOR THIS PERIOD	1929		39.00	\$39.00
05/14	05/14	Interest Charged			0.00	
05/14	05/14	Interest Charged on Balance Transfers Interest Charged on Cash Advances continued on next page...			288.23	

12 0122661500307600000006800000 [REDACTED] 9589

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929

Account Number: [REDACTED] 9589

New Balance Total.....\$12,266.15
Minimum Payment Due\$3,076.00
Payment Due Date 06/11/10

Enter payment amount \$

☐ Check here for a change of mailing address or phone numbers.
Please provide all corrections on the reverse side.
Mail this coupon along with your check payable to: BANK OF AMERICA

15240222501 [REDACTED] 9589

00093

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE311 Rev. 02/10

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll-free 1.866.266.0212 Monday-Thursday 8 a.m.-9 p.m., Friday 8 a.m.-7 p.m. and Saturday 8 a.m.-6 p.m. Eastern.

For prompt service, please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ _____ Reference# _____ Sale #2 \$ _____ Reference# _____

- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation/cancellation#: _____
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____

Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue interest on certain transactions or balances. There is no Grace Period for Balance Transfers or Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total. If you do not pay in full this statement's New Balance Total by its Payment Due Date but you paid in full this statement's Previous Balance by its Payment Due Date, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the amount of the purchase balance you pay by the Payment Due Date following our payment allocation method.

CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Balance Method (including new Balance Transfers and new Cash Advances):

We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance"—a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases):

We calculate separate Balances Subject to an Interest Rate for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together;

PAYMENTS

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central time. Credit for any other payments may be delayed up to five days.

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the fees for credit card debt cancellation or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such fees are billed.

TOTAL INTEREST CHARGE COMPUTATION

Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00094



Alumni Association of UNC Charlotte

9589
April 15 - May 14, 2010
Page 3 of 4

Transactions continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
05/14	05/14	Interest Charged				
		Interest Charged on Purchases			9.48	
		TOTAL INTEREST FOR THIS PERIOD				\$297.71

2010 Totals Year-to-Date

Total fees charged in 2010	\$234.00
Total interest charged in 2010	\$1,369.23

Important Messages

Your balance exceeds the credit limit.

Interest Charge Calculation

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

	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Balance Transfers	29.99%			\$ 0.00	\$ 0.00
Cash Advances	29.99%			\$11,693.39	\$288.23
Purchases	29.99%			\$ 384.48	\$ 9.48

00095

00096

Bank of America



EXHIBIT C

BILL OF SALE AND ASSIGNMENT OF LOANS

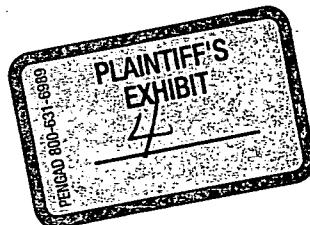
The undersigned Assignor ("Assignor") on and as of the date hereof hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to CACH, LLC., a Limited Liability Company organized under the laws of Colorado ("Assignee") without recourse and without representations or warranties of any type, kind, character or nature, express or implied, subject to Buyer's repurchase rights as set forth in Sections 8.1 and 8.2, all of Assignor's right, title and interest in and to each of the loans identified in the loan schedule ("Loan Schedule") attached hereto (the "Loans"), together with the right to all principal, interest or other proceeds of any kind with respect to the Loans remaining due and owing as of the Cut-Off Date applicable to such Loans as set forth in the Loan Sale Agreement pursuant to which the Loans are being sold (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Loans into cash or other liquidated property).

DATED: June 22, 2010.

ASSIGNOR: FIA CARD SERVICES, N.A.

Name: Debra L. Pellicciaro

Title: Assistant Vice President



00097

5516136810

Fax 302.458.0438

Bank of America, Asset Sales
Deerfield III, 655 Paper Mill Road, Newark, DE 19711

LOAN SCHEDULE

Cut Off Date Charge Off Account Number Charge Off Date Original Account Number Primary Name - Title First Middle Last Suffix

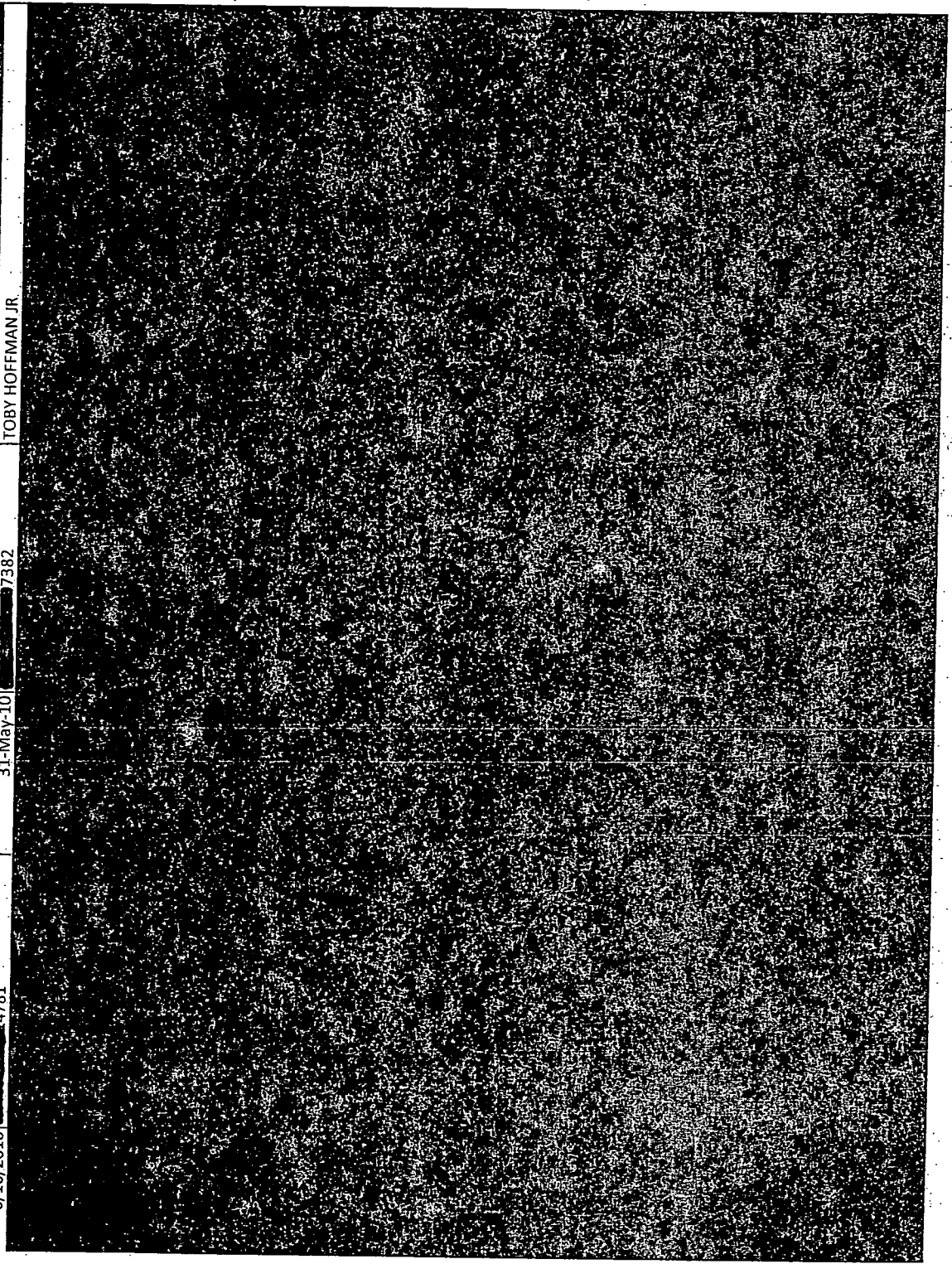
6/16/2010

4781

31-May-10

7382

TOBY HOFFMAN JR



Secondary Name - Title First Middle Last Suffix

Secondary Name - Social Security Number

Address Line 1

1407 SUMMERVILLE AVE

00100

Address Line 2	City	State or Country Code	Zip or Postal Code	Social Security Number	Home Phone	Work Phone
	COLUMBIA	SC	29201	xxxxx5217	8032121020	

Current (Sale) Balance	Charge Off Balance	Last Pay Amount	Last Pay Date	Open Date	Interest Rate	First Delq Date	Birth Date
\$99,972.21	99972.21	917	15-Oct-09	01-Aug-08	9.99	12-Dec-09	Jul-61

Affinity

Conversion Account Number Fee Portion of C/O Balance

WAKE FOREST UNIVERSITY

273

00103

Interest Portion of C/O Balance	Legacy
5777.57	BAC

**AFFIDAVIT OF CLAIM
AND CERTIFICATION OF DEBT**

STATE OF NORTH CAROLINA)
)
CITY OF GREENSBORO)

Bank of America, N.A.

Accountholder: HOFFMAN JR, TOBY

Account No.: [REDACTED] 4781,
[REDACTED] 7382,

The undersigned, Peggy Johnson, being duly sworn, states and deposes as follows:

1. That Affiant is employed by Bank of America, NA successor in interest to Bank of America, in the position of Bank Officer and is duly authorized to make this affidavit.
2. That FIA Card Services is a wholly owned subsidiary of Bank of America Corporation and is successor in interest to MBNA Bank NA, Fleet Bank, NA, and Bank of America Card Services.
3. That the original contract in this matter has been destroyed, or is no longer accessible to Affiant and that this Affidavit is to be treated as the original document for all purposes. If any originals are discovered, they will be submitted to the court for review.
4. That the statements made in this Affidavit are based on the computerized and hard copy books and records of Bank of America, which are maintained in the ordinary course of business, with the entries in them having been made at or near the time of the transaction recorded.
5. That account number [REDACTED] 4781 also known as [REDACTED] 7382 was opened on 8/1/2008 by TOBY HOFFMAN JR whose social security number is XXX-XX-5217.
6. That there is due and payable from TOBY HOFFMAN JR as of 6/17/2010 the sum of \$99972.21 withstanding legally chargeable post charge-off interest, pursuant to the terms of the card member agreement with Bank of America.
7. That said agreement and account was, on 6/17/2010 sold, transferred and set over unto CACH, LLC, with full authority to do and perform all acts necessary for collection, settlement, adjustment, compromise or satisfaction of the said claim.
8. That as a result of the sale of said account, CACH, LLC, and/or its authorized agent, has complete authority to settle, adjust, compromise and satisfy same that Bank of America had no further interest in this account for any purpose.
9. That to the best of Affiant's knowledge, information and belief, there were no uncredited payments, just counterclaims or offsets against said debt when sold.

FURTHER AFFIANT SAYETH NOT.

DATED THIS 19th day of October, 2010

BANK OF AMERICA, N.A.

By: Peggy E C Johnson

Bank Officer

Subscribed and sworn to before me this _____ day of OCT 19 2010, 2010

My commission expires: _____

Notary Seal

Bernadette J. Polux
Notary Public

BERNADETTE J. POLUX
Notary Public
Guilford County, NC
My Commission Expires Feb. 27, 2012

CACH, LLC CFAS 021B

00105



Page 1 of 6

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$_____ to \$_____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attached a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$_____ with the merchant, I was billed for additional transaction(s) totaling \$_____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "****" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

Wake Forest University Accelerated



Prepared for: TOBY HOFFMAN JR

Account Number: 7382

September 2008 Statement

Credit Line: \$105,500.00

Cash or Credit Available: \$616.00

Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.02737%	9.99%	S	\$0.00
Offer F64G-J4DFS	BT, CB, DB	0.0%	0.0%	P	\$0.00
Cash Advances		0.068466%	24.99%	S	\$0.00
Purchases		0.02737%	9.99%	S	\$0.00

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

4.41%

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; APR Type: S = Standard APR (APR normally in effect), P = Promotional APR (APR for limited time on eligible transactions)



00109

Enjoy a low 0% promotional APR on each eligible Balance Transfer and Check Cash Advance posting to your account through your statement Closing Date in September 2009.*

- Create extra cash flow when you transfer balances from higher-rate credit cards.
- Access cash needed when the unexpected occurs.
- Simply deposit these checks into your bank account and use the money as you wish.
- Handle your finances conveniently on one monthly statement.

It's that simple.

1009

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR

1009

1010

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR

1010

1011

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR

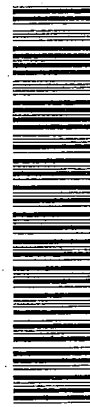
1011

*** Promotional Offer ID F64G-J4DFS:**

The Promotional APR for these Balance Transfers and Check Cash Advances is a corresponding ANNUAL PERCENTAGE RATE of 0%. This Promotional Offer will not apply to Check Cash Advances bearing an Offer ID that qualify as eligible transactions for a separate Promotional Offer. This Promotional Offer will apply to eligible transactions posting to your account until this Promotional Offer ends on your statement Closing Date in September 2009. Check Cash Advances which get this Promotional Offer will post to your account as Balance Transfers. If you pay late or exceed your credit limit, then as of the first day of the billing cycle in which that occurs, the promotional offer will end. When a Promotional Offer ends, its Promotional Rates will terminate. Any Balance Transfer or Check Cash Advance balance subject to that Promotional Rate will return to the Balance Transfer Standard Rate or Default Rate as applicable. Non-promotional Check Cash Advances are subject to the Cash Advance Standard Rate or Default Rate as applicable. See enclosed billing statement for the current rates.

The standard transaction fee for each Balance Transfer and Check Cash Advance is 3% of each transaction (min. \$10).

*See Disclosures on Reverse side.



Page 5 of 6

00110

ORIGINAL
DOCUMENT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

PLEASE ENDORSE HERE
X

MM/YY

ORIGINAL
DOCUMENT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

PLEASE ENDORSE HERE
X

MM/YY

ORIGINAL
DOCUMENT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

PLEASE ENDORSE HERE
X

MM/YY

* Balance Transfers and Check Cash Advances are processed in accordance with the terms of your Credit Card Agreement ("Agreement") and are subject to account status, delinquency, and credit availability. There is no grace period for Balance Transfers or Cash Advances. Finance Charges accrue from the transaction date. The transaction date for each access check is the date you or the person to whom the check is made payable first deposits or cashes the check.

The Average Balance Method (including new Balance Transfers and new Cash Advances) as described in your Agreement (and on your billing statement) is used to compute your balance subject to finance charge for Balance Transfers, Cash Advances, and Promotional Offer balances consisting of Balance Transfers and Cash Advances.

You may not use a Balance Transfer or Check Cash Advance or any other Cash Advance, to make a payment on this or any other account issued by FIA Card Services, N.A. Use of these checks as repayment will result in a Returned Payment Fee as described in your Agreement.

All Balance Transfer and Cash Advance transactions may be subject to transaction fees in accordance with the terms of your Agreement. See your Agreement for any other applicable transaction fees.

Promotional Annual Percentage Rate (APR) offers are subject to credit availability and account status.

Non-promotional APRs are subject to change in accordance with the terms of your Agreement, as may be amended (including APR amendments, if any, accompanying this billing statement). These changes may increase your non-promotional APRs. If you have not used your account since rejecting any APR increase notification sent to you, use of your Account (including use of any access checks) will result in the new APR being applied to your account. In addition, we may increase the APRs on your account up to the Default Rate without giving you notice. For additional APR information, please refer to the Finance Charge Schedule located on the front of your current billing statement and to your Agreement.

World MasterCard and Visa Signature credit card accounts: Balance Transfers and Cash Advances are subject to authorization by FIA Card Services, N.A. and may be limited to the value of your available revolving line. All credit card accounts other than World MasterCard and Visa Signature credit card accounts: Borrowing the full amount of your available credit may result in an overlimit fee, as applicable.

We will allocate payments to balances (including new transactions) with lower APRs before balances with higher APRs.

This credit card program is issued and administered by FIA Card Services, N.A.

American Express is a federally registered service mark of American Express, and is used pursuant to a license. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated and are used pursuant to license. Visa and Visa Signature are registered trademarks of Visa International Service Association, and are used pursuant to license from Visa U.S.A., Inc.

Platinum Plus, WorldPoints, and Quantum are registered trademarks of FIA Card Services, N.A.

©2008 FIA Card Services, N.A.

001-SSI

4 things you should know about your checks

- 1) You can use them almost anywhere. The enclosed checks are good at all the same places that accept regular checks.
- 2) Your checks are good for extra cash. Just write a check out to yourself and cash or deposit it at the bank.
- 3) They're an easy way to pay for anything. Use your checks to take care of bills, make a big purchase, or cover unexpected expenses.
- 4) The money comes out of your available credit on your credit card account. So you can buy what you need now, without having to dip into your bank account.

001111

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

October 2008 Statement

Credit Line: \$105,500.00

Cash or Credit Available: \$126.78

Bank of America



Account Information

Summary of Transactions

Previous Balance	\$104,884.00
Payments and Credits	- \$384.00
Purchases and Adjustments	+ \$39.00
Periodic Rate Finance Charges	+ \$834.22
Transaction Fee Finance Charges	+ \$0.00
New Balance Total	\$105,373.22

Billing Cycle and Payment Information

Days in Billing Cycle	29
Closing Date	10/10/08
Payment Due Date	10/30/08
Current Payment Due	\$1,918.00
Past Due Amount	+ \$664.00

Total Minimum

Payment Due

\$2,582.00

Customer Service

For Information on Your Account Visit:

www.bankofamerica.com

Call toll-free 1-800-900-6651

TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA
P.O. BOX 15726
WILMINGTON, DE 19886-5726

Mail Billing Inquiries to:

BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions

	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Payments and Credits						
PAYMENT - THANK YOU		09/26				384.00 CR
Purchases and Adjustments						
LATE FEE FOR PAYMENT DUE 10/01		10/01	10/01	4500		39.00

WORLDPOINTS REWARDS SUMMARY

0 MONTHLY EARNINGS
0 ADJUSTMENTS
0 TOTAL POINTS AVAILABLE

Important Information About Your Account

YOUR PAYMENT WAS NOT RECEIVED BY THE DUE DATE. TO AVOID FUTURE FEES OR RATE INCREASES, PLEASE MAKE YOUR PAYMENTS ON TIME AND REMAIN UNDER YOUR CREDIT LIMIT. REMEMBER, IF TWICE IN 12 MONTHS YOUR PAYMENT IS RECEIVED AFTER THE DUE DATE AND/OR YOUR CREDIT LIMIT IS EXCEEDED, YOUR APR MAY INCREASE.

YOU ARE A VALUED CUSTOMER. WE WANT TO MAKE SURE YOU ARE AWARE THAT WE HAVE NOT RECEIVED YOUR PAYMENT. PLEASE SEND THE AMOUNT DUE TODAY. IF IT HAS BEEN MAILED, THANK YOU.

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1-866-297-9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160018.

10 1053732200258200000384000000 7382

BANK OF AMERICA
P.O. BOX 15726
WILMINGTON, DE 19886-5726



TOBY HOFFMAN JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929-078

☐ Check here for a change of mailing address or phone number(s).
Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 7382

NEW BALANCE TOTAL: \$105,373.22

PAYMENT DUE DATE: 10/30/08

**TOTAL MINIMUM
PAYMENT DUE
\$2,582.00**

Enter Payment Amount Enclosed:

\$

Mail this payment coupon along with a
check or money order payable to: BANK OF AMERICA

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$_____ to \$_____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$_____ with the merchant, I was billed for additional transaction(s) totaling \$_____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to:
Attn: Billing Inquiries, P.O. Box 13026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "***" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____
Address 2 _____
City _____
State _____ Zip _____
Area Code & Home Phone _____
Area Code & Work Phone _____

Wake Forest University
Accelerated



Prepared for: TOBY HOFFMAN JR

October 2008 Statement

Account Number: 7382

Credit Line: \$105,500.00

Cash or Credit Available: \$126.78

Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$105,087.88
Cash Advances		0.068466%	24.99%	S	\$0.00
Purchases		0.027370%	9.99%	S	\$13.46

Annual Percentage Rate for this Billing Period: 9.99%
(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: APR Type: S= Standard APR (APR normally in effect)



00114

00115

Consolidate your
balances and make just
one monthly payment.*

- Create extra cash flow when you transfer balances from higher-rate credit cards.
- Access cash needed when the unexpected occurs.
- Simply deposit these checks into your bank account and use the money as you wish.
- Handle your finances conveniently on one monthly statement.

It's that simple.

If you prefer, call
1-888-515-3308 or visit
bankofamerica.com/easybt to
complete a balance transfer.

1012

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE _____ 62-16
311

PAY TO THE
ORDER OF

VOID

\$

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

1013

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE _____ 62-16
311

PAY TO THE
ORDER OF

VOID

\$

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

1014

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE _____ 62-16
311

PAY TO THE
ORDER OF

VOID

\$

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

Use these checks to simplify and organize your finances.

The standard transaction fee for each Check Cash Advance is 3% of each transaction (min. \$10).

*See Disclosures on Reverse side.



00116

ORIGINAL
DOCUMENT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
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DOCUMENT

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PLEASE ENDORSE HERE

MM/YY

4 things you should know about your checks

- 1) You can use them almost anywhere. The enclosed checks are good at all the same places that accept regular checks.
- 2) Your checks are good for extra cash. Just write a check out to yourself and cash or deposit it at the bank.
- 3) They're an easy way to pay for anything. Use your checks to take care of bills, make a big purchase, or cover unexpected expenses.
- 4) The money comes out of your available credit on your credit card account. So you can buy what you need now, without having to dip into your bank account.

* Balance Transfers and Check Cash Advances are processed in accordance with the terms of your Credit Card Agreement ("Agreement") and are subject to account status, delinquency, and credit availability. There is no grace period for Balance Transfers or Cash Advances. Finance Charges accrue from the transaction date. The transaction date for each access check is the date you or the person to whom the check is made payable first deposits or cashes the check.

The Average Balance Method (including new Balance Transfers and new Cash Advances) as described in your Agreement (and on your billing statement) is used to compute your balance subject to finance charge for Balance Transfers, Cash Advances, and Promotional Offer balances consisting of Balance Transfers and Cash Advances.

You may not use a Balance Transfer or Check Cash Advance or any other Cash Advance, to make a payment on this or any other account issued by FIA Card Services, N.A. Use of these checks as repayment will result in a Returned Payment Fee as described in your Agreement.

All Balance Transfer and Cash Advance transactions may be subject to transaction fees in accordance with the terms of your Agreement. See your Agreement for any other applicable transaction fees.

Promotional Annual Percentage Rate (APR) offers are subject to credit availability and account status.

Non-promotional APRs are subject to change in accordance with the terms of your Agreement, as may be amended (including APR amendments, if any, accompanying this billing statement). These changes may increase your non-promotional APRs. If you have not used your account since rejecting any APR increase notification sent to you, use of your Account (including use of any access checks) will result in the new APR being applied to your account. In addition, we may increase the APRs on your account up to the Default Rate without giving you notice. For additional APR information, please refer to the Finance Charge Schedule located on the front of your current billing statement and to your Agreement.

World MasterCard and Visa Signature credit card accounts: Balance Transfers and Cash Advances are subject to authorization by FIA Card Services, N.A. and may be limited to the value of your available revolving line. All credit card accounts other than World MasterCard and Visa Signature credit card accounts: Borrowing the full amount of your available credit may result in an overlimit fee, as applicable.

We will allocate payments to balances (including new transactions) with lower APRs before balances with higher APRs.

This credit card program is issued and administered by FIA Card Services, N.A.

American Express is a federally registered service mark of American Express, and is used pursuant to a license. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated and are used pursuant to license. Visa and Visa Signature are registered trademarks of Visa International Service Association, and are used pursuant to license from Visa U.S.A., Inc.

Platinum Plus, WorldPoints, and Quantum are registered trademarks of FIA Card Services, N.A.

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00117

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

November 2008 Statement

Credit Line: \$105,500.00

Cash or Credit Available: \$2,933.63

Bank of America



Account Information

Summary of Transactions

Previous Balance	\$105,373.22
Payments and Credits	- \$2,807.00
Purchases and Adjustments	+ \$0.00
Periodic Rate Finance Charges	+ \$0.15
Transaction Fee Finance Charges	+ \$0.00
New Balance Total	\$102,566.37

Billing Cycle and Payment Information

Days in Billing Cycle	31
Closing Date	11/10/08
Payment Due Date	12/05/08
Current Payment Due	\$1,025.00
Past Due Amount	+ \$0.00
Total Minimum Payment Due	\$1,025.00

Customer Service

For Information on Your Account Visit:

www.bankofamerica.com

Call toll-free 1-800-900-6651

TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:

BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions

Payments and Credits	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
PAYMENT - THANK YOU		10/24				2,582.00 CR
CHECK TRANSACTION FEE ADJ		10/25	10/25	6769		186.00 CR
LATE CHARGE ADJUSTMENT		10/25	10/25	6768		39.00 CR

WORLDPOINTS REWARDS SUMMARY

- 0 MONTHLY EARNINGS
- 0 ADJUSTMENTS
- 0 TOTAL POINTS AVAILABLE

Important Information About Your Account

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1-866-297-9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160018.

SIMPLIFY YOUR LIFE. PAY YOUR MONTHLY BILLS WITH YOUR AMERICAN EXPRESS CREDIT CARD. WWW.AMEXNETWORK.COM/AUTOMATICBILL

SAVING MONEY ON YOUR NEXT VACATION OR CRUISE IS EASIER THAN EVER WHEN YOU VISIT AND BOOK YOUR TRIP NOW AT WWW.BANKOFAMERICA.COM/TRAVEL.

10 1025663700102500002582000000 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019



TOBY HOFFMAN JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929-078

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information	
ACCOUNT NUMBER:	7382
NEW BALANCE TOTAL:	\$102,566.37
PAYMENT DUE DATE:	12/05/08
TOTAL MINIMUM PAYMENT DUE:	\$1,025.00
Enter Payment Amount Enclosed:	\$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA



IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$_____ to \$_____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$_____ with the merchant, I was billed for additional transaction(s) totaling \$_____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "***" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance"; a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____
Address 2 _____
City _____
State _____ Zip _____
Area Code & Home Phone _____
Area Code & Work Phone _____

MISCELLANEOUS
For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a tradename of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

00119

Wake Forest University Accelerated



Prepared for: TOBY HOFFMAN JR

November 2008 Statement

Account Number: 7382

Credit Line: \$105,500.00

Cash or Credit Available: \$2,933.63

Finance Charge Schedule

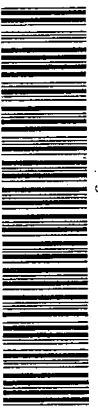
Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$0.00
Offer F64G-J4DFS	BT, CB, DB	0.000000%	0.00%	P	\$0.00
Cash Advances		0.068466%	24.99%	S	\$0.00
Purchases		0.027370%	9.99%	S	\$17.84

Annual Percentage Rate for this Billing Period:

9.99%

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time on eligible transactions)



00121

Consolidate your
balances and make just
one monthly payment.*

- Create extra cash flow when you transfer balances from higher-rate credit cards.
- Access cash needed when the unexpected occurs.
- Simply deposit these checks into your bank account and use the money as you wish.
- Handle your finances conveniently on one monthly statement.

It's that simple.

1015

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE _____ 62-16
311

PAY TO THE
ORDER OF

VOID

\$

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

1016

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE _____ 62-16
311

PAY TO THE
ORDER OF

VOID

\$

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

1017

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE _____ 62-16
311

PAY TO THE
ORDER OF

VOID

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DOLLARS

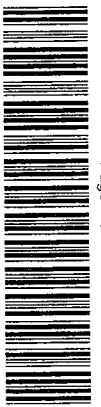
FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

Use these checks to simplify and organize your finances.

The standard transaction fee for each Check Cash Advance is 3% of each transaction (min. \$10).

*See Disclosures on Reverse side.



Page 5 of 6

00122

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4 things you should know about your checks

- 1) You can use them almost anywhere. The enclosed checks are good at all the same places that accept regular checks.
- 2) Your checks are good for extra cash. Just write a check out to yourself and cash or deposit it at the bank.
- 3) They're an easy way to pay for anything. Use your checks to take care of bills, make a big purchase, or cover unexpected expenses.
- 4) The money comes out of your available credit on your credit card account. So you can buy what you need now, without having to dip into your bank account.

* Balance Transfers and Check Cash Advances are processed in accordance with the terms of your Credit Card Agreement ("Agreement") and are subject to account status, delinquency, and credit availability. There is no grace period for Balance Transfers or Cash Advances. Finance Charges accrue from the transaction date. The transaction date for each access check is the date you or the person to whom the check is made payable first deposits or cashes the check.

The Average Balance Method (including new Balance Transfers and new Cash Advances) as described in your Agreement (and on your billing statement) is used to compute your balance subject to finance charge for Balance Transfers, Cash Advances, and Promotional Offer balances consisting of Balance Transfers and Cash Advances.

You may not use a Balance Transfer or Check Cash Advance or any other Cash Advance, to make a payment on this or any other account issued by FIA Card Services, N.A. Use of these checks as repayment will result in a Returned Payment Fee as described in your Agreement.

All Balance Transfer and Cash Advance transactions may be subject to transaction fees in accordance with the terms of your Agreement. See your Agreement for any other applicable transaction fees.

Promotional Annual Percentage Rate (APR) offers are subject to credit availability and account status.

Non-promotional APRs are subject to change in accordance with the terms of your Agreement, as may be amended (including APR amendments, if any, accompanying this billing statement). These changes may increase your non-promotional APRs. If you have not used your account since rejecting any APR increase notification sent to you, use of your Account (including use of any access checks) will result in the new APR being applied to your account. In addition, we may increase the APRs on your account up to the Default Rate without giving you notice. For additional APR information, please refer to the Finance Charge Schedule located on the front of your current billing statement and to your Agreement.

World MasterCard and Visa Signature credit card accounts: Balance Transfers and Cash Advances are subject to authorization by FIA Card Services, N.A. and may be limited to the value of your available revolving line. All credit card accounts other than World MasterCard and Visa Signature credit card accounts: Borrowing the full amount of your available credit may result in an overlimit fee, as applicable.

We will allocate payments to balances (including new transactions) with lower APRs before balances with higher APRs.

This credit card program is issued and administered by FIA Card Services, N.A.

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Platinum Plus, WorldPoints, and Quantum are registered trademarks of FIA Card Services, N.A.

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00123

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

December 2008 Statement

Credit Line: \$105,500.00
Cash or Credit Available: \$3,958.63



Account Information	
Summary of Transactions	
Previous Balance	\$102,566.37
Payments and Credits	- \$1,025.00
Purchases and Adjustments	+ \$0.00
Periodic Rate Finance Charges	+ \$0.00
Transaction Fee Finance Charges	+ \$0.00
New Balance Total	\$101,541.37

Billing Cycle and Payment Information	
Days in Billing Cycle	30
Closing Date	12/10/08
Payment Due Date	01/01/09
Current Payment Due	\$1,015.00
Past Due Amount	+ \$0.00
Total Minimum Payment Due	\$1,015.00

Customer Service

For Information on Your Account Visit
www.bankofamerica.com
Call toll-free 1-800-900-6651
TDD hearing-impaired 1-800-346-3178

Mail Payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions						
	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Payments and Credits						
PAYMENT THANK YOU		11/20				1,025.00 CR

Important Information About Your Account

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1-866-297-9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

RESERVE YOUR 2008 YEAR-END SUMMARY TODAY. CALL 1-866-491-1141 BY 1-30-09 AND FOR ONLY \$9.95, YOU WILL BE MAILED A DETAILED SPENDING SUMMARY BY 2-13-09.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160018.

SAVING MONEY ON YOUR NEXT VACATION OR CRUISE IS EASIER THAN EVER WHEN YOU VISIT AND BOOK YOUR TRIP NOW AT WWW.BANKOFAMERICA.COM/TRAVEL.

Finance Charge Schedule					
Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers	BT, CB, DB	0.027370%	9.99%	S	\$0.00
Offer F64G-J4DFS		0.000000%	0.00%	P	\$0.00
Cash Advances		0.063466%	24.99%	S	\$0.00
Purchases		0.027370%	9.99%	S	\$0.00

Annual Percentage Rate for this Billing Period:
(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.) See Corresponding Annual Percentage Rate Above

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time on eligible transactions)

10 1015413700101500001025000000 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929-078

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 7382

NEW BALANCE TOTAL: \$101,541.37

PAYMENT DUE DATE: 01/01/09

Enter Payment Amount Enclosed: \$

TOTAL MINIMUM PAYMENT DUE
\$1,015.00

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: _____
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "***" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle; and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____
Address 2 _____
City _____
State _____ Zip _____
Area Code & Home Phone _____
Area Code & Work Phone _____

Enjoy a low 0% promotional APR on each eligible Balance Transfer and Check Cash Advance posting to your account through your statement Closing Date in September 2009.*

- Create extra cash flow when you transfer balances from higher-rate credit cards.
- Access cash needed when the unexpected occurs.
- Simply deposit these checks into your bank account and use the money as you wish.
- Handle your finances conveniently on one monthly statement.

It's that simple.
If you prefer, call
1-888-515-3308 or visit
bankofamerica.com/easybt to
complete a balance transfer.

1018

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE _____ 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$ _____

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

1019

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE _____ 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$ _____

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

1020

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE _____ 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$ _____

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

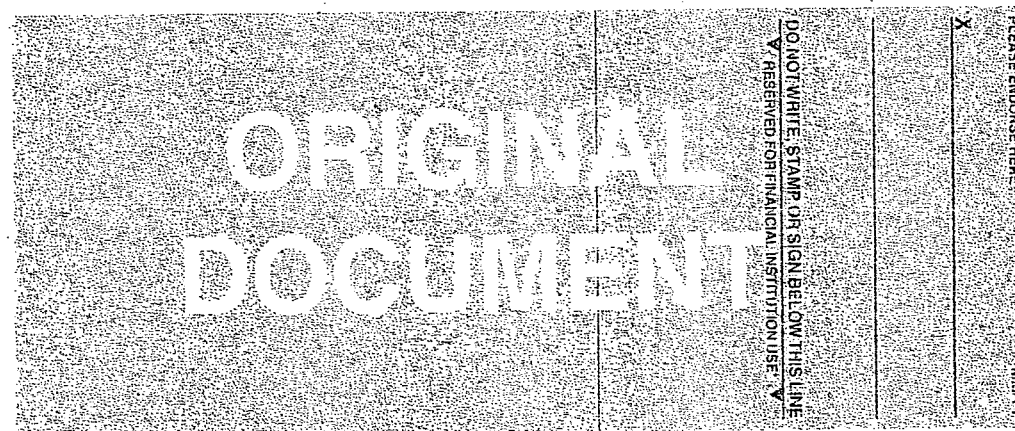
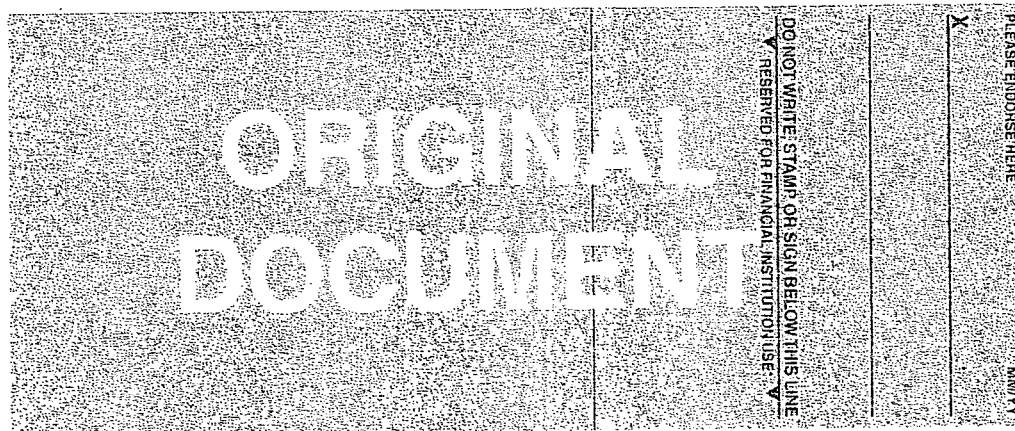
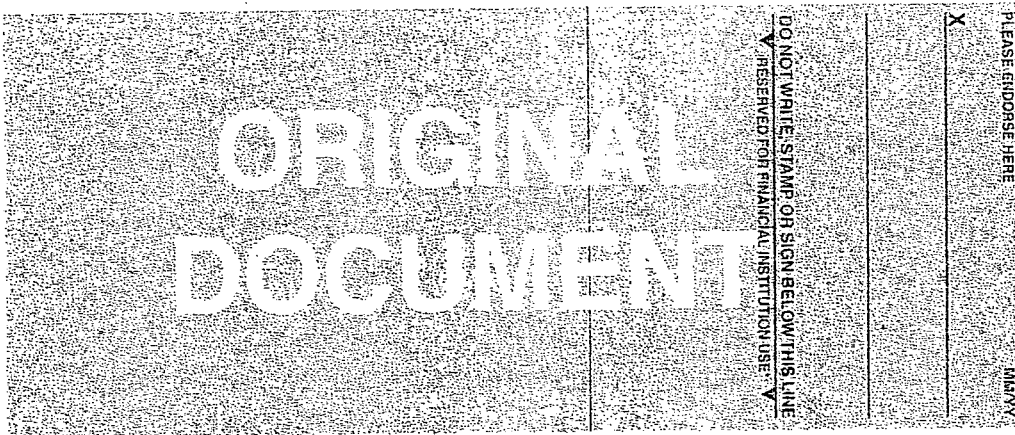
*** Promotional Offer ID F64G-J4DFS:**

The Promotional APR for these Balance Transfers and Check Cash Advances is a corresponding ANNUAL PERCENTAGE RATE of 0%. This Promotional Offer will not apply to Check Cash Advances bearing an Offer ID that qualify as eligible transactions for a separate Promotional Offer. This Promotional Offer will apply to eligible transactions posting to your account until this Promotional Offer ends on your statement Closing Date in September 2009. Check Cash Advances which get this Promotional Offer will post to your account as Balance Transfers. If you pay late or exceed your credit limit, then as of the first day of the billing cycle in which that occurs, the promotional offer will end. When a Promotional Offer ends, its Promotional Rates will terminate. Any Balance Transfer or Check Cash Advance balance subject to that Promotional Rate will return to the Balance Transfer Standard Rate or Default Rate as applicable. Non-promotional Check Cash Advances are subject to the Cash Advance Standard Rate or Default Rate as applicable. See enclosed billing statement for the current rates.

The standard transaction fee for each Balance Transfer and Check Cash Advance is 3% of each transaction (min. \$10).

*See Disclosures on Reverse side.

00126



4 things you should know about your checks

- 1) You can use them almost anywhere. The enclosed checks are good at all the same places that accept regular checks.
- 2) Your checks are good for extra cash. Just write a check out to yourself and cash or deposit it at the bank.
- 3) They're an easy way to pay for anything. Use your checks to take care of bills, make a big purchase, or cover unexpected expenses.
- 4) The money comes out of your available credit on your credit card account. So you can buy what you need now, without having to dip into your bank account.

* Balance Transfers and Check Cash Advances are processed in accordance with the terms of your Credit Card Agreement ("Agreement") and are subject to account status, delinquency, and credit availability. There is no grace period for Balance Transfers or Cash Advances. Finance Charges accrue from the transaction date. The transaction date for each access check is the date you or the person to whom the check is made payable first deposits or cashes the check.

The Average Balance Method (including new Balance Transfers and new Cash Advances) as described in your Agreement (and on your billing statement) is used to compute your balance subject to finance charge for Balance Transfers, Cash Advances, and Promotional Offer balances consisting of Balance Transfers and Cash Advances.

You may not use a Balance Transfer or Check Cash Advance or any other Cash Advance, to make a payment on this or any other account issued by FIA Card Services, N.A. Use of these checks as repayment will result in a Returned Payment Fee as described in your Agreement.

All Balance Transfer and Cash Advance transactions may be subject to transaction fees in accordance with the terms of your Agreement. See your Agreement for any other applicable transaction fees.

Promotional Annual Percentage Rate (APR) offers are subject to credit availability and account status.

Non-promotional APRs are subject to change in accordance with the terms of your Agreement, as may be amended (including APR amendments, if any, accompanying this billing statement). These changes may increase your non-promotional APRs. If you have not used your account since rejecting any APR increase notification sent to you, use of your Account (including use of any access checks) will result in the new APR being applied to your account. In addition, we may increase the APRs on your account up to the Default Rate without giving you notice. For additional APR information, please refer to the Finance Charge Schedule located on the front of your current billing statement and to your Agreement.

World MasterCard and Visa Signature credit card accounts: Balance Transfers and Cash Advances are subject to authorization by FIA Card Services, N.A. and may be limited to the value of your available revolving line. All credit card accounts other than World MasterCard and Visa Signature credit card accounts: Borrowing the full amount of your available credit may result in an overlimit fee, as applicable.

We will allocate payments to balances (including new transactions) with lower APRs before balances with higher APRs.

This credit card program is issued and administered by FIA Card Services, N.A.

American Express is a federally registered service mark of American Express, and is used pursuant to a license. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated and are used pursuant to license. Visa and Visa Signature are registered trademarks of Visa International Service Association, and are used pursuant to license from Visa U.S.A., Inc.

Platinum Plus, WorldPoints, and Quantum are registered trademarks of FIA Card Services, N.A.

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

January 2009 Statement

Credit Line: \$105,500.00

Cash or Credit Available: \$4,974.63

Bank of America



Account Information

Summary of Transactions

Previous Balance	\$101,541.37
Payments and Credits	\$1,016.00
Purchases and Adjustments	\$0.00
Periodic Rate Finance Charges	\$0.00
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$100,525.37

Billing Cycle and Payment Information

Days in Billing Cycle	33
Closing Date	01/12/09
Payment Due Date	02/01/09
Current Payment Due	\$1,005.00
Past Due Amount	\$0.00
Total Minimum Payment Due	\$1,005.00

Customer Service

For Information on Your Account Visit:

www.bankofamerica.com

Call toll-free 1-800-900-6651

TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA

P.O. BOX 15019

WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:

BANK OF AMERICA

P.O. BOX 15026

WILMINGTON, DE 19850-5026

Transactions

	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Payments and Credits						
PAYMENT - THANK YOU		12/23				1,016.00 CR

Important Information About Your Account

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1-866-297-9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

RESERVE YOUR 2008 YEAR-END SUMMARY TODAY. CALL 1-866-491-1141 BY 1-30-09 AND FOR ONLY \$9.95, YOU WILL BE MAILED A DETAILED SPENDING SUMMARY BY 2-13-09.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160018.

SAVING MONEY ON YOUR NEXT VACATION OR CRUISE IS EASIER THAN EVER WHEN YOU VISIT AND BOOK YOUR TRIP NOW AT WWW.BANKOFAMERICA.COM/TRAVEL.

Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$0.00
Offer F64G-J4DFS	BT, CB, DB	0.000000%	0.00%	P	\$0.00
Cash Advances		0.068466%	24.99%	S	\$0.00
Purchases		0.027370%	9.99%	S	\$0.00

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

See Corresponding Annual Percentage Rate Above

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time on eligible transactions)

10 1005253700100500001016000000 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN, JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929-078

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 7382

NEW BALANCE TOTAL: \$100,525.37

PAYMENT DUE DATE: 02/01/09

TOTAL MINIMUM PAYMENT DUE \$1,005.00

Enter Payment Amount Enclosed:

\$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: _____
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "***" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____
Address 2 _____
City _____
State _____ Zip _____
Area Code & Home Phone _____
Area Code & Work Phone _____

00129

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

February 2009 Statement

Credit Line: \$105,500.00
Cash or Credit Available: \$5,979.63



Account Information	
Summary of Transactions	
Previous Balance	\$100,525.37
Payments and Credits	- \$1,005.00
Purchases and Adjustments	+ \$0.00
Periodic Rate Finance Charges	+ \$0.00
Transaction Fee Finance Charges	+ \$0.00
New Balance Total	\$99,520.37
Billing Cycle and Payment Information	
Days in Billing Cycle	29
Closing Date	02/10/09
Payment Due Date	03/02/09
Current Payment Due	\$995.00
Past Due Amount	+ \$0.00
Total Minimum Payment Due	\$995.00

Customer Service

For information on your account visit:
www.bankofamerica.com
Call toll-free 1-800-900-6651
TDD hearing-impaired 1-800-346-3178

Mail Payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions						
	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Payments and Credits						
PAYMENT - THANK YOU		01/28				1,005.00 CR

Important Information About Your Account

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1-866-297-9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160018.

MAKE BUDGETING AND TAX PREPARATION EASIER WITH THE 2008 YEAR-END SUMMARY. ORDER THIS DETAILED SPENDING SUMMARY FOR \$9.95 BY CALLING 1-866-491-1141.

HELP PROTECT YOUR CREDIT. SIGN UP FOR THE PRIVACY ASSIST PREMIER(TM) SERVICE TO HELP FIGHT IDENTITY THEFT. LEARN MORE AT WWW.BANKOFAMERICA.COM/TODAY

Finance Charge Schedule					
Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$0.00
Offer F64G-J4DFS	BT, CB, DB	0.000000%	0.00%	P	
Cash Advances		0.068466%	24.99%	S	\$0.00
Purchases		0.027370%	9.99%	S	\$0.00
Annual Percentage Rate for this Billing Period: (Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)					See Corresponding Annual Percentage Rate Above
APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time on eligible transactions)					

10 0995203700099500001005000000 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR
1407 SUMMERVILLE AVE
COLUMBIA SC 29201-1929-078

☐ Check here for a change of mailing address or phone number(s).
Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 7382

NEW BALANCE TOTAL: \$99,520.37

PAYMENT DUE DATE: 03/02/09

Enter Payment Amount Enclosed:

TOTAL MINIMUM PAYMENT DUE \$995.00

\$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

00130

5240222501 7382

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: _____
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "****" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00131



Customer Service

For Information on Your Account Visit:

www.bankofamerica.com

Call toll-free 1-800-900-6651

TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:

BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Days in Billing Cycle	29
Closing Date	03/11/09
Payment Due Date	03/31/09
Current Payment Due	\$985.00
Past Due Amount	+ \$0.00
Total Minimum Payment Due	\$ 985.00

	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Payments and Credits						
PAYMENT - THANK YOU		02/20				995.00 CR

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$_____ to \$_____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$_____ with the merchant, I was billed for additional transaction(s) totaling \$_____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

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** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "****" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

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We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____
Address 2 _____
City _____
State _____ Zip _____
Area Code & Home Phone _____
Area Code & Work Phone _____

Enjoy a low 0% promotional APR on each eligible Balance Transfer and Check Cash Advance posting to your account through your statement Closing Date in September 2009.*

- Create extra cash flow when you transfer balances from higher-rate credit cards.
- Access cash needed when the unexpected occurs.
- Simply deposit these checks into your bank account and use the money as you wish.
- Handle your finances conveniently on one monthly statement.

It's that simple.
If you prefer, call **1-888-515-3308** or visit **bankofamerica.com/easybt** to complete a balance transfer.

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-076

DATE 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$

FIA Card Services, N.A.
Wilmington, Delaware

DOLLARS

FOR

1022

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$

FIA Card Services, N.A.
Wilmington, Delaware

DOLLARS

FOR

1023

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

DATE 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$

FIA Card Services, N.A.
Wilmington, Delaware

DOLLARS

FOR

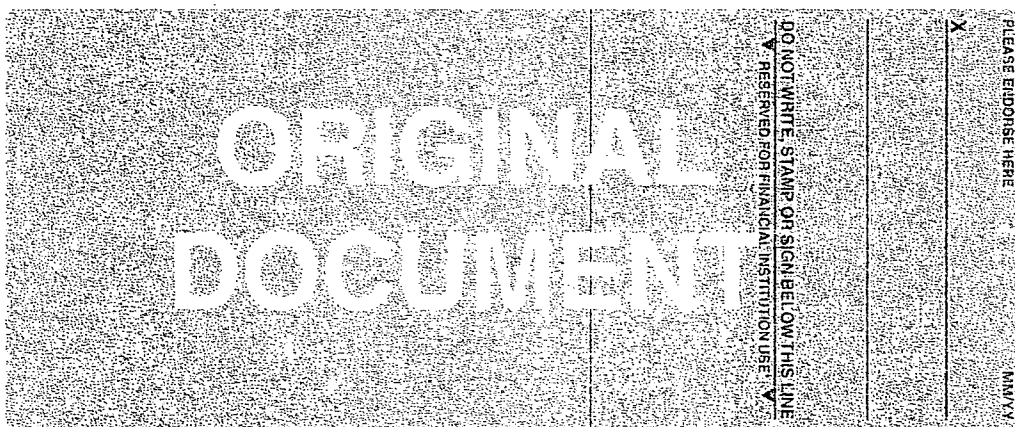
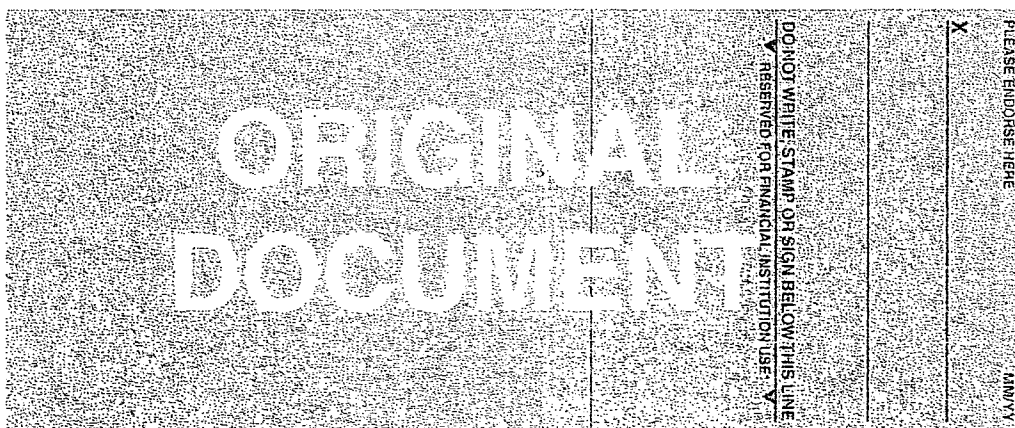
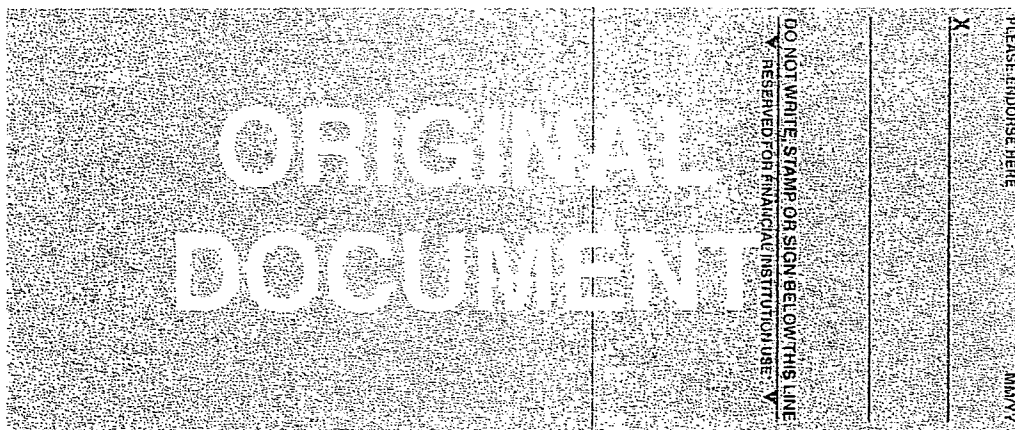
*** Promotional Offer ID F64G-J4DFS:**

The Promotional APR for these Balance Transfers and Check Cash Advances is a corresponding **ANNUAL PERCENTAGE RATE** of 0%. This Promotional Offer will not apply to Check Cash Advances bearing an Offer ID that qualify as eligible transactions for a separate Promotional Offer. This Promotional Offer will apply to eligible transactions posting to your account until this Promotional Offer ends on your statement Closing Date in September 2009. Check Cash Advances which get this Promotional Offer will post to your account as Balance Transfers. If you pay late or exceed your credit limit, then as of the first day of the billing cycle in which that occurs, the promotional offer will end. When a Promotional Offer ends, its Promotional Rates will terminate. Any Balance Transfer or Check Cash Advance balance subject to that Promotional Rate will return to the Balance Transfer Standard Rate or Default Rate as applicable. Non-promotional Check Cash Advances are subject to the Cash Advance Standard Rate or Default Rate as applicable. See enclosed billing statement for the current rates.

The standard transaction fee for each Balance Transfer and Check Cash Advance is 3% of each transaction (min. \$10).

*See Disclosures on Reverse side.

00134



* Balance Transfers and Check Cash Advances are processed in accordance with the terms of your Credit Card Agreement ("Agreement") and are subject to account status, delinquency, and credit availability. There is no grace period for Balance Transfers or Cash Advances. Finance Charges accrue from the transaction date. The transaction date for each access check is the date you or the person to whom the check is made payable first deposits or cashes the check.

The Average Balance Method (including new Balance Transfers and new Cash Advances) as described in your Agreement (and on your billing statement) is used to compute your balance subject to finance charge for Balance Transfers, Cash Advances, and Promotional Offer balances consisting of Balance Transfers and Cash Advances.

You may not use a Balance Transfer or Check Cash Advance or any other Cash Advance, to make a payment on this or any other account issued by FIA Card Services, N.A. Use of these checks as repayment will result in a Returned Payment Fee as described in your Agreement.

All Balance Transfer and Cash Advance transactions may be subject to transaction fees in accordance with the terms of your Agreement. See your Agreement for any other applicable transaction fees.

Promotional Annual Percentage Rate (APR) offers are subject to credit availability and account status.

Non-promotional APRs are subject to change in accordance with the terms of your Agreement, as may be amended (including APR amendments, if any, accompanying this billing statement). These changes may increase your non-promotional APRs. If you have not used your account since rejecting any APR increase notification sent to you, use of your Account (including use of any access checks) will result in the new APR being applied to your account. In addition, we may increase the APRs on your account up to the Default Rate without giving you notice. For additional APR information, please refer to the Finance Charge Schedule located on the front of your current billing statement and to your Agreement.

World MasterCard and Visa Signature credit card accounts: Balance Transfers and Cash Advances are subject to authorization by FIA Card Services, N.A. and may be limited to the value of your available revolving line. All credit card accounts other than World MasterCard and Visa Signature credit card accounts: Borrowing the full amount of your available credit may result in an overlimit fee, as applicable.

We will allocate payments to balances (including new transactions) with lower APRs before balances with higher APRs.

This credit card program is issued and administered by FIA Card Services, N.A.

American Express is a federally registered service mark of American Express, and is used pursuant to a license. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated and are used pursuant to license. Visa and Visa Signature are registered trademarks of Visa International Service Association, and are used pursuant to license from Visa U.S.A., Inc.

Platinum Plus, WorldPoints, and Quantum are registered trademarks of FIA Card Services, N.A.

©2008 FIA Card Services, N.A. 001-551

4 things you should know about your checks

- 1) You can use them almost anywhere. The enclosed checks are good at all the same places that accept regular checks.
- 2) Your checks are good for extra cash. Just write a check out to yourself and cash or deposit it at the bank.
- 3) They're an easy way to pay for anything. Use your checks to take care of bills, make a big purchase, or cover unexpected expenses.
- 4) The money comes out of your available credit on your credit card account. So you can buy what you need now, without having to dip into your bank account.

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

April 2009 Statement

Credit Line: \$105,500.00

Cash or Credit Available: \$7,959.63

Bank of America



Customer Service

For Information on Your Account Visit:
www.bankofamerica.com
Call toll-free 1-800-900-6651
TDD hearing-impaired 1-800-346-3178

Mail Payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Account Information		Billing Cycle and Payment Information	
Summary of Transactions		Days in Billing Cycle	29
Previous Balance	\$98,525.37	Closing Date	04/09/09
Payments and Credits	\$985.00	Payment Due Date	04/30/09
Purchases and Adjustments	\$0.00	Current Payment Due	\$975.00
Periodic Rate Finance Charges	\$0.00	Past Due Amount	\$0.00
Transaction Fee Finance Charges	\$0.00	Total Minimum Payment Due	\$975.00
New Balance Total	\$97,540.37		

Transactions						
Payments and Credits	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
PAYMENT, THANK YOU		03/26				985.00 CR

Important Information About Your Account

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.866.297.9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

YOU'VE BEEN ISSUED A CUSTOMER THANK-YOU. GO TO WWW.MYBONUSCENTER.COM/44627 FOR DETAILS AND TO MAKE YOUR SELECTIONS. ACT NOW BEFORE IT EXPIRES ON JUNE 5, 2009.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160018.

HELP PROTECT YOUR CREDIT. SIGN UP FOR THE PRIVACY ASSIST PREMIER(TM) SERVICE TO HELP FIGHT IDENTITY THEFT. LEARN MORE AT WWW.BANKOFAMERICA.COM/TODAY

Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$0.00
Offer F64G-J4DFS	BT, CB, DB	0.000000%	0.00%	P	
Cash Advances		0.068466%	24.99%	S	\$0.00
Purchases		0.027370%	9.99%	S	\$0.00

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

See Corresponding Annual Percentage Rate Above

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time on eligible transactions)

10 0975403700097500000985000000 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR

COLUMBIA SC 29201-1011-278

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 7382

NEW BALANCE TOTAL: \$97,540.37

PAYMENT DUE DATE: 04/30/09

Enter Payment Amount Enclosed:

\$

TOTAL MINIMUM PAYMENT DUE: \$975.00

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "****" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

Enjoy a low 0% promotional APR on each eligible Balance Transfer and Check Cash Advance posting to your account through your statement Closing Date in September 2009.*

- Create extra cash flow when you transfer balances from higher-rate credit cards.
- Access cash needed when the unexpected occurs.
- Simply deposit these checks into your bank account and use the money as you wish.
- Handle your finances conveniently on one monthly statement.

It's that simple.
If you prefer, call
1-888-515-3308 or visit
bankofamerica.com/easybt to
complete a balance transfer.

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-010

PAY TO THE
ORDER OF

VOID

Check not valid after 7/8/09

DATE _____ 62-16
Offer ID F64G-J4DFS 311

1024

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR

1025

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-078

PAY TO THE
ORDER OF

VOID

Check not valid after 7/8/09

DATE _____ 62-16
Offer ID F64G-J4DFS 311

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR

1026

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929-010

PAY TO THE
ORDER OF

VOID

Check not valid after 7/8/09

DATE _____ 62-16
Offer ID F64G-J4DFS 311

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR

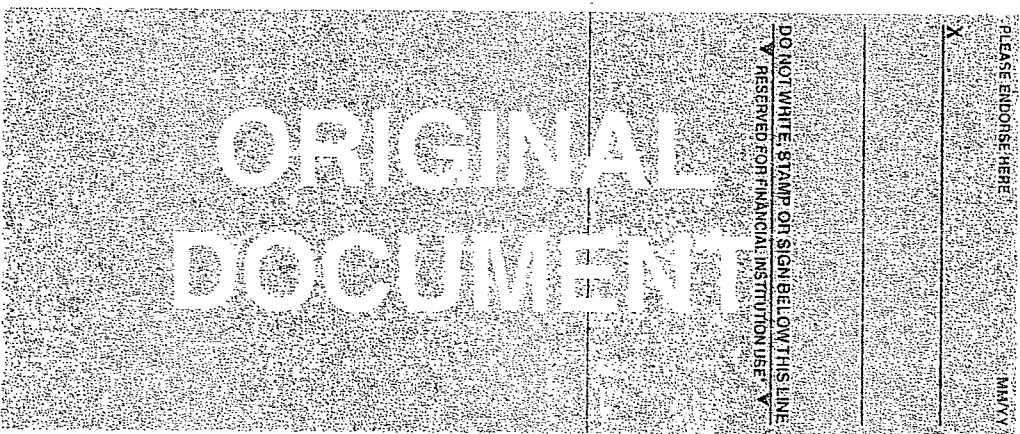
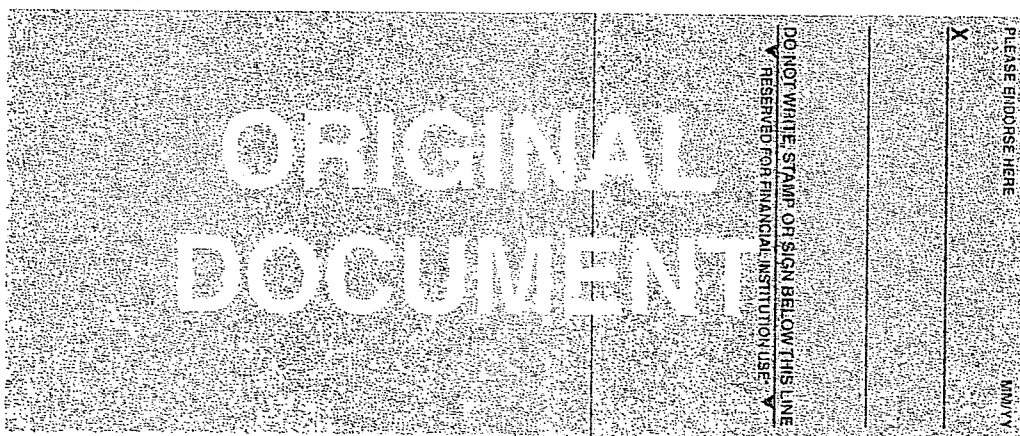
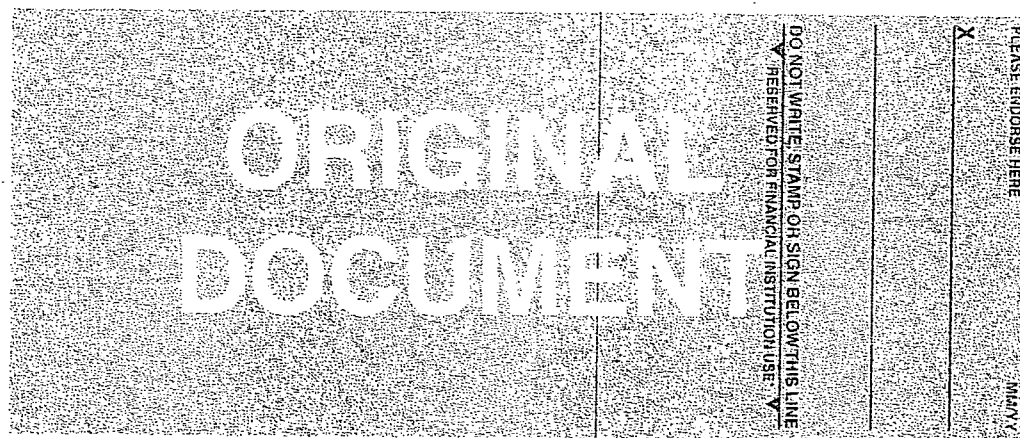
*** Promotional Offer ID F64G-J4DFS:**

The Promotional APR for these Balance Transfers and Check Cash Advances is a corresponding ANNUAL PERCENTAGE RATE of 0%. This Promotional Offer will not apply to Check Cash Advances bearing an Offer ID that qualify as eligible transactions for a separate Promotional Offer. This Promotional Offer will apply to eligible transactions posting to your account until this Promotional Offer ends on your statement Closing Date in September 2009. Check Cash Advances which get this Promotional Offer will post to your account as Balance Transfers. If you pay late or exceed your credit limit, then as of the first day of the billing cycle in which that occurs, the promotional offer will end. When a Promotional Offer ends, its Promotional Rates will terminate. Any Balance Transfer or Check Cash Advance balance subject to that Promotional Rate will return to the Balance Transfer Standard Rate or Default Rate as applicable. Non-promotional Check Cash Advances are subject to the Cash Advance Standard Rate or Default Rate as applicable. See enclosed billing statement for the current rates.

The standard transaction fee for each Balance Transfer and Check Cash Advance is 3% of each transaction (min. \$10).

*See Disclosures on Reverse side.

00138



* Balance Transfers and Check Cash Advances are processed in accordance with the terms of your Credit Card Agreement ("Agreement") and are subject to account status, delinquency, and credit availability. There is no grace period for Balance Transfers or Cash Advances. Finance Charges accrue from the transaction date. The transaction date for each access check is the date you or the person to whom the check is made payable first deposits or cashes the check.

The Average Balance Method (including new Balance Transfers and new Cash Advances) as described in your Agreement (and on your billing statement) is used to compute your balance subject to finance charge for Balance Transfers, Cash Advances, and Promotional Offer balances consisting of Balance Transfers and Cash Advances.

You may not use a Balance Transfer or Check Cash Advance or any other Cash Advance, to make a payment on this or any other account issued by FIA Card Services, N.A. Use of these checks as repayment will result in a Returned Payment Fee as described in your Agreement.

All Balance Transfer and Cash Advance transactions may be subject to transaction fees in accordance with the terms of your Agreement. See your Agreement for any other applicable transaction fees.

Promotional Annual Percentage Rate (APR) offers are subject to credit availability and account status.

Non-promotional APRs are subject to change in accordance with the terms of your Agreement, as may be amended (including APR amendments, if any, accompanying this billing statement). These changes may increase your non-promotional APRs. If you have not used your account since rejecting any APR increase notification sent to you, use of your Account (including use of any access checks) will result in the new APR being applied to your account. In addition, we may increase the APRs on your account up to the Default Rate without giving you notice. For additional APR information, please refer to the Finance Charge Schedule located on the front of your current billing statement and to your Agreement.

World MasterCard and Visa Signature credit card accounts: Balance Transfers and Cash Advances are subject to authorization by FIA Card Services, N.A. and may be limited to the value of your available revolving line. All credit card accounts other than World MasterCard and Visa Signature credit card accounts: Borrowing the full amount of your available credit may result in an overlimit fee, as applicable.

We will allocate payments to balances (including new transactions) with lower APRs before balances with higher APRs.

This credit card program is issued and administered by FIA Card Services, N.A.

American Express is a federally registered service mark of American Express, and is used pursuant to a license. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated and are used pursuant to license. Visa and Visa Signature are registered trademarks of Visa International Service Association, and are used pursuant to license from Visa U.S.A., Inc.

Platinum Plus, WorldPoints, and Quantum are registered trademarks of FIA Card Services, N.A.

©2008 FIA Card Services, N.A. 001-SSI

4 things you should know about your checks

- 1) You can use them almost anywhere. The enclosed checks are good at all the same places that accept regular checks.
- 2) Your checks are good for extra cash. Just write a check out to yourself and cash or deposit it at the bank.
- 3) They're an easy way to pay for anything. Use your checks to take care of bills, make a big purchase, or cover unexpected expenses.
- 4) The money comes out of your available credit on your credit card account. So you can buy what you need now, without having to dip into your bank account.

Wake Forest University Accelerated

Bank of America



Prepared for: TOBY HOFFMAN JR

Account Number: 7382

May 2009 Statement

Credit Line: \$105,500.00

Cash or Credit Available: \$8,934.63

Customer Service

For Information on Your Account Visit:

www.bankofamerica.com

Call toll-free 1-800-900-6651

TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:

BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Account Information

Summary of Transactions

Previous Balance	\$97,540.37
Payments and Credits	\$975.00
Purchases and Adjustments	\$0.00
Periodic Rate Finance Charges	\$0.00
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$96,565.37

Billing Cycle and Payment Information

Days in Billing Cycle	32
Closing Date	05/11/09
Payment Due Date	05/31/09
Current Payment Due	\$965.00
Past Due Amount	\$0.00
Total Minimum Payment Due	\$965.00

Transactions

Payments and Credits	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
PAYMENT - THANK YOU		04/30				975.00 CR

Important Information About Your Account

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.866.297.9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160018.

HELP PROTECT YOUR CREDIT. SIGN UP FOR THE PRIVACY ASSIST PREMIER(TM) SERVICE TO HELP FIGHT IDENTITY THEFT. LEARN MORE AT WWW.BANKOFAMERICA.COM/TODAY

USE YOUR AMERICAN EXPRESS CARD TO TURN A STACK OF BILLS INTO ONE EASY PAYMENT
WWW.AMEXNETWORK.COM/PAYBILLS/

Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$0.00
Offer F64G-J4DFS	BT, CB, DB	0.000000%	0.00%	P	
Cash Advances		0.068466%	24.99%	S	\$0.00
Purchases		0.027370%	9.99%	S	\$0.00

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

See Corresponding Annual Percentage Rate Above

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time on eligible transactions)

10 0965653700096500000975000000 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 7382

NEW BALANCE TOTAL: \$96,565.37

PAYMENT DUE DATE: 05/31/09

TOTAL MINIMUM
PAYMENT DUE
\$965.00

Enter Payment Amount Enclosed:

\$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

524022250 7382

00140

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM – Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit my account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: _____
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to:
Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "****" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____
Address 2 _____
City _____
State _____ Zip _____
Area Code & Home Phone _____
Area Code & Work Phone _____

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time); Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "***" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

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To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

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PAYMENTS

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We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

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We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

Enjoy a low 0% promotional APR on each eligible Balance Transfer and Check Cash Advance posting to your account through your statement Closing Date in September 2009.*

- Create extra cash flow when you transfer balances from higher-rate credit cards.
- Access cash needed when the unexpected occurs.
- Simply deposit these checks into your bank account and use the money as you wish.
- Handle your finances conveniently on one monthly statement.

It's that simple.
If you prefer, call **1-888-515-3308** or visit **bankofamerica.com/easybt** to complete a balance transfer.

TOBY HOFFMAN JR
COLUMBIA SC 29201-1929

Check not valid after 9/7/09

DATE _____ 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

1028

TORV HOFFMAN JR
COLUMBIA SC 29201-1929

Check not valid after 9/7/09

DATE _____ 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

B

1029

TOBY HOFFMAN JR
COLUMBIA SC 29201-1929

Check not valid after 9/7/09

DATE _____ 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$

DOLLARS

FIA Card Services, N.A.
Wilmington, Delaware

FOR _____

*** Promotional Offer ID F64G-J4DFS:**

The Promotional APR for these Balance Transfers and Check Cash Advances is a corresponding **ANNUAL PERCENTAGE RATE** of 0%. This Promotional Offer will not apply to Check Cash Advances bearing an Offer ID that qualify as eligible transactions for a separate Promotional Offer. This Promotional Offer will apply to eligible transactions posting to your account until this Promotional Offer ends on your statement Closing Date in September 2009. Check Cash Advances which get this Promotional Offer will post to your account as Balance Transfers. If you pay late or exceed your credit limit, then as of the first day of the billing cycle in which that occurs, the promotional offer will end. When a Promotional Offer ends, its Promotional Rates will terminate. Any Balance Transfer or Check Cash Advance balance subject to that Promotional Rate will return to the Balance Transfer Standard Rate or Default Rate as applicable. Non-promotional Check Cash Advances are subject to the Cash Advance Standard Rate or Default Rate as applicable. See enclosed billing statement for the current rates.

The standard transaction fee for each Balance Transfer and Check Cash Advance is 3% of each transaction (min. \$10).

*See Disclosures on Reverse side.

00144

ORIGINAL
DOCUMENT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

PLEASE ENDORSE HERE
X
MAY 11

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X
MAY 11

* Balance Transfers and Check Cash Advances are processed in accordance with the terms of your Credit Card Agreement ("Agreement") and are subject to account status, delinquency, and credit availability. There is no grace period for Balance Transfers or Cash Advances. Finance Charges accrue from the transaction date. The transaction date for each access check is the date you or the person to whom the check is made payable first deposits or cashes the check.

The Average Balance Method (including new Balance Transfers and new Cash Advances) as described in your Agreement (and on your billing statement) is used to compute your balance subject to finance charge for Balance Transfers, Cash Advances, and Promotional Offer balances consisting of Balance Transfers and Cash Advances.

You may not use a Balance Transfer or Check Cash Advance or any other Cash Advance, to make a payment on this or any other account issued by FIA Card Services, N.A. Use of these checks as repayment will result in a Returned Payment Fee as described in your Agreement.

All Balance Transfer and Cash Advance transactions may be subject to transaction fees in accordance with the terms of your Agreement. See your Agreement for any other applicable transaction fees.

Promotional Annual Percentage Rate (APR) offers are subject to credit availability and account status.

Non-promotional APRs are subject to change in accordance with the terms of your Agreement, as may be amended (including APR amendments, if any, accompanying this billing statement). These changes may increase your non-promotional APRs. If you have not used your account since rejecting any APR increase notification sent to you, use of your Account (including use of any access checks) will result in the new APR being applied to your account. In addition, we may increase the APRs on your account up to the Default Rate without giving you notice. For additional APR information, please refer to the Finance Charge Schedule located on the front of your current billing statement and to your Agreement.

World MasterCard and Visa Signature credit card accounts: Balance Transfers and Cash Advances are subject to authorization by FIA Card Services, N.A. and may be limited to the value of your available revolving line. All credit card accounts other than World MasterCard and Visa Signature credit card accounts: Borrowing the full amount of your available credit may result in an overlimit fee, as applicable.

We will allocate payments to balances (including new transactions) with lower APRs before balances with higher APRs.

This credit card program is issued and administered by FIA Card Services, N.A.

American Express is a federally registered service mark of American Express, and is used pursuant to a license. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated and are used pursuant to license. Visa and Visa Signature are registered trademarks of Visa International Service Association, and are used pursuant to license from Visa U.S.A., Inc.

Platinum Plus, WorldPoints, and Quantum are registered trademarks of FIA Card Services, N.A.

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4 things you should know about your checks

- 1) You can use them almost anywhere. The enclosed checks are good at all the same places that accept regular checks.
- 2) Your checks are good for extra cash. Just write a check out to yourself and cash or deposit it at the bank.
- 3) They're an easy way to pay for anything. Use your checks to take care of bills, make a big purchase, or cover unexpected expenses.
- 4) The money comes out of your available credit on your credit card account. So you can buy what you need now, without having to dip into your bank account.

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

July 2009 Statement

Credit Line: \$105,500.00

Cash or Credit Available: \$10,889.63

Bank of America



Customer Service

For Information on Your Account Visit

www.bankofamerica.com

Call toll-free 1-800-900-6651

TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA

P.O. BOX 15019

WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:

BANK OF AMERICA

P.O. BOX 15026

WILMINGTON, DE 19850-5026

Account Information

Summary of Transactions

Previous Balance	\$95,565.37
Payments and Credits	\$955.00
Purchases and Adjustments	\$0.00
Periodic Rate Finance Charges	\$0.00
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$94,610.37

Billing Cycle and Payment Information

Days in Billing Cycle	31
Closing Date	07/10/09
Payment Due Date	07/31/09
Current Payment Due	\$946.00
Past Due Amount	\$0.00
Total Minimum Payment Due	\$946.00

Transactions

Payments and Credits	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
PAYMENT - THANK YOU		06/16				955.00 CR

Important Information About Your Account

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.866.297.9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160018.

USE YOUR AMERICAN EXPRESS CARD TO TURN A STACK OF BILLS INTO ONE EASY PAYMENT
WWW.AMEXNETWORK.COM/PAYBILLS/

Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$0.00
Offer F64G-J4DFS	BT, CB, DB	0.000000%	0.00%	P	
Cash Advances		0.068466%	24.99%	S	\$0.00
Purchases		0.027370%	9.99%	S	\$0.00

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

See Corresponding Annual Percentage Rate Above

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; APR Type: S = Standard APR (APR normally in effect), P = Promotional APR (APR for limited time on eligible transactions)

10 0946103700094600000955000000 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TORY HOFFMAN JR

COLUMBIA SC 29201

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 7382

NEW BALANCE TOTAL: \$94,610.37

PAYMENT DUE DATE: 07/31/09

TOTAL MINIMUM PAYMENT DUE
\$946.00

Enter Payment Amount Enclosed:

\$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

524022250: 7382

00146

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$_____ to \$_____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☒ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$_____ with the merchant, I was billed for additional transaction(s) totaling \$_____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "****" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00147

Enjoy a low 0% promotional APR on each eligible Balance Transfer and Check Cash Advance posting to your account through your statement Closing Date in September 2009.*

- Create extra cash flow when you transfer balances from higher-rate credit cards.
- Access cash needed when the unexpected occurs.
- Simply deposit these checks into your bank account and use the money as you wish.
- Handle your finances conveniently on one monthly statement.

It's that simple.
If you prefer, call 1-888-515-3308 or visit bankofamerica.com/easybt to complete a balance transfer.

TORY HOFFMAN JR

COLUMBIA SC 29201-1929

Check not valid after 10/8/09

DATE _____ 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$ _____

FIA Card Services, N.A.
Wilmington, Delaware

DOLLARS

FOR _____

□

1031

TOBY HOFFMAN JR

COLUMBIA SC 29201-1929

Check not valid after 10/8/09

DATE _____ 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$ _____

FIA Card Services, N.A.
Wilmington, Delaware

DOLLARS

FOR _____

1032

TORY HOFFMAN JR

COLUMBIA SC 29201-1929

Check not valid after 10/8/09

DATE _____ 62-16
Offer ID F64G-J4DFS 311

PAY TO THE
ORDER OF

VOID

\$ _____

FIA Card Services, N.A.
Wilmington, Delaware

DOLLARS

FOR _____

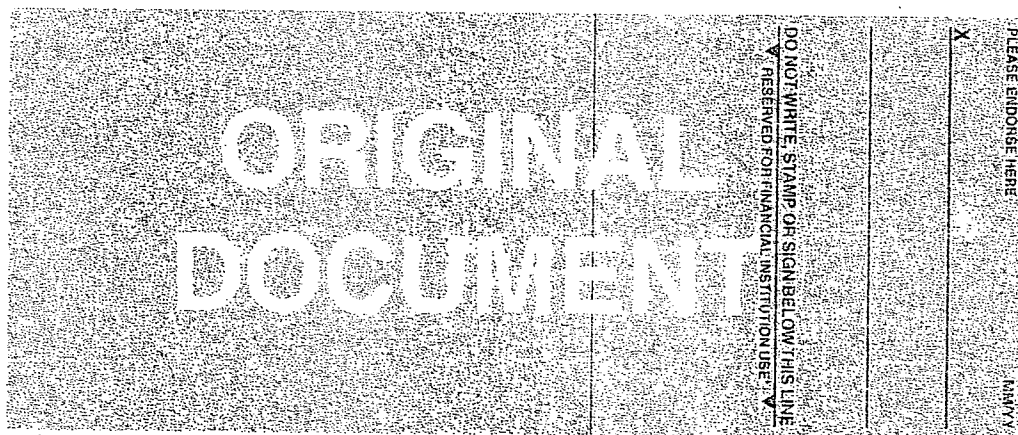
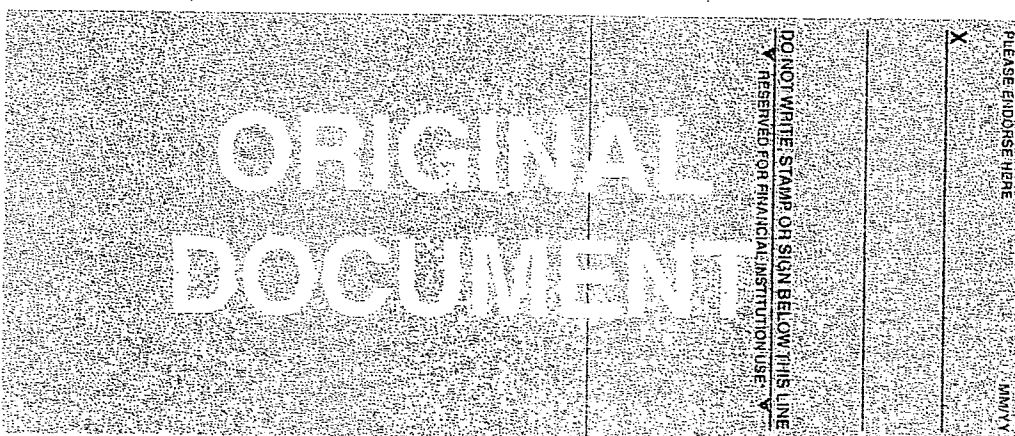
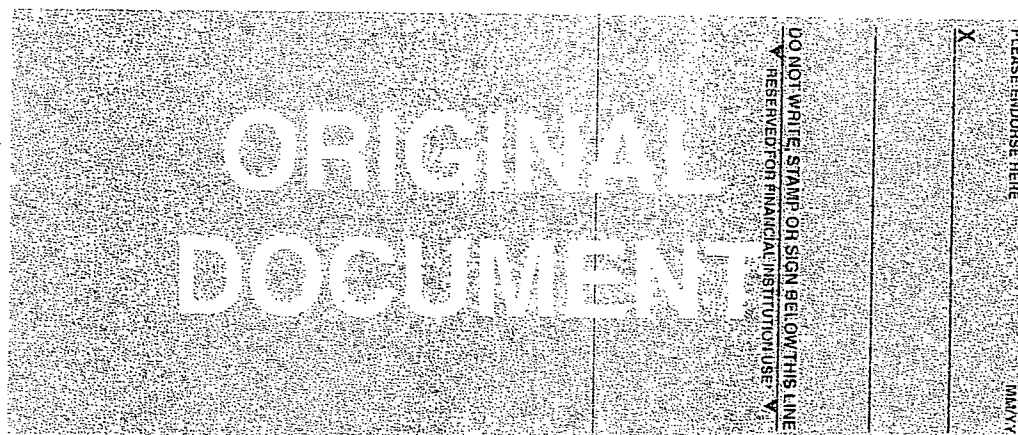
*** Promotional Offer ID F64G-J4DFS:**

The Promotional APR for these Balance Transfers and Check Cash Advances is a corresponding **ANNUAL PERCENTAGE RATE** of 0%. This Promotional Offer will not apply to Check Cash Advances bearing an Offer ID that qualify as eligible transactions for a separate Promotional Offer. This Promotional Offer will apply to eligible transactions posting to your account until this Promotional Offer ends on your statement Closing Date in September 2009. Check Cash Advances which get this Promotional Offer will post to your account as Balance Transfers. If you pay late or exceed your credit limit, then as of the first day of the billing cycle in which that occurs, the promotional offer will end. When a Promotional Offer ends, its Promotional Rates will terminate. Any Balance Transfer or Check Cash Advance balance subject to that Promotional Rate will return to the Balance Transfer Standard Rate or Default Rate as applicable. Non-promotional Check Cash Advances are subject to the Cash Advance Standard Rate or Default Rate as applicable. See enclosed billing statement for the current rates.

The standard transaction fee for each Balance Transfer and Check Cash Advance is 3% of each transaction (min. \$10).

*See Disclosures on Reverse side.

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* Balance Transfers and Check Cash Advances are processed in accordance with the terms of your Credit Card Agreement ("Agreement") and are subject to account status, delinquency, and credit availability. There is no grace period for Balance Transfers or Cash Advances. Finance Charges accrue from the transaction date. The transaction date for each access check is the date you or the person to whom the check is made payable first deposits or cashes the check.

The Average Balance Method (including new Balance Transfers and new Cash Advances) as described in your Agreement (and on your billing statement) is used to compute your balance subject to finance charge for Balance Transfers, Cash Advances, and Promotional Offer balances consisting of Balance Transfers and Cash Advances.

You may not use a Balance Transfer or Check Cash Advance or any other Cash Advance, to make a payment on this or any other account issued by FIA Card Services, N.A. Use of these checks as repayment will result in a Returned Payment Fee as described in your Agreement.

All Balance Transfer and Cash Advance transactions may be subject to transaction fees in accordance with the terms of your Agreement. See your Agreement for any other applicable transaction fees.

Promotional Annual Percentage Rate (APR) offers are subject to credit availability and account status.

Non-promotional APRs are subject to change in accordance with the terms of your Agreement, as may be amended (including APR amendments, if any, accompanying this billing statement). These changes may increase your non-promotional APRs. If you have not used your account since rejecting any APR increase notification sent to you, use of your Account (including use of any access checks) will result in the new APR being applied to your account. In addition, we may increase the APRs on your account up to the Default Rate without giving you notice. For additional APR information, please refer to the Finance Charge Schedule located on the front of your current billing statement and to your Agreement.

World MasterCard and Visa Signature credit card accounts: Balance Transfers and Cash Advances are subject to authorization by FIA Card Services, N.A. and may be limited to the value of your available revolving line. All credit card accounts other than World MasterCard and Visa Signature credit card accounts: Borrowing the full amount of your available credit may result in an overlimit fee, as applicable.

We will allocate payments to balances (including new transactions) with lower APRs before balances with higher APRs.

This credit card program is issued and administered by FIA Card Services, N.A.

American Express is a federally registered service mark of American Express, and is used pursuant to a license. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated and are used pursuant to license. Visa and Visa Signature are registered trademarks of Visa International Service Association, and are used pursuant to license from Visa U.S.A., Inc.

Platinum Plus, WorldPoints, and Quantum are registered trademarks of FIA Card Services, N.A.

©2008 FIA Card Services, N.A.

4 things you should know about your checks

- 1) You can use them almost anywhere. The enclosed checks are good at all the same places that accept regular checks.
- 2) Your checks are good for extra cash. Just write a check out to yourself and cash or deposit it at the bank.
- 3) They're an easy way to pay for anything. Use your checks to take care of bills, make a big purchase, or cover unexpected expenses.
- 4) The money comes out of your available credit on your credit card account. So you can buy what you need now, without having to dip into your bank account.

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

August 2009 Statement

Credit Line: \$105,500.00

Cash or Credit Available: \$11,835.63



Account Information	
Summary of Transactions	
Previous Balance	\$94,610.37
Payments and Credits	\$946.00
Purchases and Adjustments	\$0.00
Periodic Rate Finance Charges	\$0.00
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$93,664.37

Billing Cycle and Payment Information	
Days in Billing Cycle	32
Closing Date	08/11/09
Payment Due Date	08/31/09
Current Payment Due	\$936.00
Past Due Amount	\$0.00
Total Minimum Payment Due	\$936.00

Customer Service

For Information on Your Account Visit:
www.bankofamerica.com
Call toll-free 1-800-900-6651
TDD hearing-impaired 1-800-346-3178

Mail Payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions						
Payments and Credits	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
PAYMENT - THANK YOU		07/24				946.00 CR

Important Information About Your Account

SIMPLIFY YOUR LIFE AND HELP THE ENVIRONMENT - ENROLL IN PAPERLESS STATEMENTS. SIGN INTO YOUR ACCOUNT AT BANKOFAMERICA.COM AND CLICK "GO PAPERLESS."

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.866.297.9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

GET DIRECTV TODAY. INSTALLATION IS FREE & EASY. ASK HOW TO SAVE \$21 A MONTH FOR 1 YEAR. THERE'S NO EQUIPMENT TO BUY & NO START-UP COSTS. CALL 888.710.7852 NOW.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160018.

Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$0.00
Offer F64G-J4DFS	BT, CB, DB	0.000000%	0.00% **	P	
Cash Advances		0.068466%	24.99%	S	\$0.00
Purchases		0.027370%	9.99%	S	\$0.00

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

See Corresponding Annual Percentage Rate Above

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time on eligible transactions)

**= Corresponding Message, see page 2 of statement.

10 0936643700093600000946000000 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 7382

NEW BALANCE TOTAL: \$93,664.37

PAYMENT DUE DATE: 08/31/09

TOTAL MINIMUM PAYMENT DUE \$936.00

Enter Payment Amount Enclosed: \$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

524022250 7382

00150

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$_____ to \$_____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$_____ with the merchant, I was billed for additional transaction(s) totaling \$_____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "****" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

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We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

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For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00151

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: _____
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "****" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00153



Cash or Credit Available:	\$13,771.63
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Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$0.00
Offer F64G-J4DFS	BT, CB, DB	0.000000%	0.00%	P	
Cash Advances		0.068466%	24.99%	S	\$0.00
Purchases		0.027370%	9.99%	S	\$0.00

See Corresponding
Annual Percentage
Rate Above

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time on eligible transactions)

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

October 2009 Statement

Credit Line: \$94,000.00

Cash or Credit Available: \$0.00

Bank of America



Customer Service

For Information on Your Account Visit:

www.bankofamerica.com

Call toll-free 1-800-900-6651

TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA

P.O. BOX 15019

WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:

BANK OF AMERICA

P.O. BOX 15026

WILMINGTON, DE 19850-5026

Account Information

Summary of Transactions

Previous Balance	\$91,728.37
Payments and Credits	\$0.00
Cash Advances	\$1,900.00
Purchases and Adjustments	\$246.92
Periodic Rate Finance Charges	\$828.35
Transaction Fee Finance Charges	\$57.00
New Balance Total	\$94,760.64

Billing Cycle and Payment Information

Days in Billing Cycle	32
Closing Date	10/13/09
Payment Due Date	11/09/09
Current Payment Due	\$1,806.00
Past Due Amount	\$917.00
Total Minimum Payment Due	\$2,723.00

Transactions

	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Cash Advances						
ONLINE BANKING ADVANCE TO US		09/29	09/29		7382	1,900.00
BANK TRANSACTION FEE		09/29	09/29		7382	57.00
Purchases and Adjustments						
LOWE'S OF SE COLUMBIA COLUMBIA SC		09/21	09/19	6973	7382	96.04
SUNOCO 0606024800 COLUMBIA SC		09/21	09/19	3018	7382	39.03
EXXONMOBIL COLUMBIA SC		09/28	09/25	0670	7382	44.37
ROSEWOOD AMOCO BP OIL COLUMBIA SC		09/30	09/28	9012	7382	28.48
LATE FEE FOR PAYMENT DUE 10/08		10/08	10/08	3893		39.00

WORLDPOINTS REWARDS SUMMARY

260 MONTHLY EARNINGS

0 ADJUSTMENTS

260 TOTAL POINTS AVAILABLE

Important Information About Your Account

YOU ARE A VALUED CUSTOMER. WE WANT TO MAKE SURE YOU ARE AWARE THAT WE HAVE NOT RECEIVED YOUR PAYMENT. PLEASE SEND THE AMOUNT DUE TODAY. IF IT HAS BEEN MAILED, THANK YOU.

SIMPLIFY YOUR LIFE AND HELP THE ENVIRONMENT - ENROLL IN PAPERLESS STATEMENTS. SIGN INTO YOUR ACCOUNT AT BANKOFAMERICA.COM AND CLICK "GO PAPERLESS."

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.866.297.9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

RECEIVE \$10 OFF YOUR FIRST 20 LB. GIFT BOX OF FLORIDA CITRUS. REG:\$36.95, INTRO PRICE:\$26.95 + S&H AL'S FAMILY FARMS, 1.888.231.2450 DEPT. 113

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BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 7382

NEW BALANCE TOTAL: \$94,760.64

PAYMENT DUE DATE: 11/09/09

TOTAL MINIMUM PAYMENT DUE
\$2,723.00

Enter Payment Amount Enclosed:

\$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

524022250: 7382

00156

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Choose only one dispute reason.

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$_____ to \$_____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$_____ with the merchant, I was billed for additional transaction(s) totaling \$_____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: _____
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "****" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

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To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

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We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

October 2009 Statement

Credit Line: \$94,000.00

Cash or Credit Available: \$0.00

Bank of America



Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$92,118.32
Cash Advances		0.068466%	24.99%	S	\$921.75
Purchases		0.027370%	9.99%	S	\$154.12

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

24.99%

APR Type Definitions: APR Type: S= Standard APR (APR normally in effect)

00158

00159

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

November 2009 Statement

Credit Line: \$94,000.00

Cash or Credit Available: \$0.00

Bank of America



Customer Service
For Information on Your Account Visit: www.bankofamerica.com Call toll-free 1-800-900-6651 TDD hearing-impaired 1-800-346-3178
Mail Payments to: BANK OF AMERICA P.O. BOX 15019 WILMINGTON, DE 19886-5019
Mail Billing Inquiries to: BANK OF AMERICA P.O. BOX 15026 WILMINGTON, DE 19850-5026

Account Information		Billing Cycle and Payment Information	
Summary of Transactions			
Previous Balance	\$94,760.64	Days in Billing Cycle	28
Payments and Credits	- \$917.00	Closing Date	11/10/09
Purchases and Adjustments	+ \$39.00	Payment Due Date	12/07/09
Periodic Rate Finance Charges	+ \$744.91	Current Payment Due	\$1,722.00
Transaction Fee Finance Charges	+ \$0.00	Past Due Amount	+ \$1,806.00
New Balance Total	\$94,627.55	Total Minimum Payment Due	\$3,528.00

Transactions						
	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Payments and Credits						
PAYMENT - THANK YOU		10/15	10/14			917.00 CR
Purchases and Adjustments						
LATE FEE FOR PAYMENT DUE 11/09		11/09	11/09	3843		39.00

WORLDPOINTS REWARDS SUMMARY
0 MONTHLY EARNINGS
0 ADJUSTMENTS
260 TOTAL POINTS AVAILABLE

Important Information About Your Account

YOU ARE A VALUED CUSTOMER. WE WANT TO MAKE SURE YOU ARE AWARE THAT WE HAVE NOT RECEIVED YOUR PAYMENT. PLEASE SEND THE AMOUNT DUE TODAY. IF IT HAS BEEN MAILED, THANK YOU.

SIMPLIFY YOUR LIFE AND HELP THE ENVIRONMENT - ENROLL IN PAPERLESS STATEMENTS. SIGN INTO YOUR ACCOUNT AT BANKOFAMERICA.COM AND CLICK "GO PAPERLESS."

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.866.297.9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

RECEIVE \$10 OFF YOUR FIRST 20 LB. GIFT BOX OF FLORIDA CITRUS. REG:\$36.95, INTRO PRICE:\$26.95 + S&H AL'S FAMILY FARMS, 1.888.231.2450 DEPT. 113

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BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information
ACCOUNT NUMBER: 7382
NEW BALANCE TOTAL: \$94,627.55
PAYMENT DUE DATE: 12/07/09
TOTAL MINIMUM PAYMENT DUE: \$3,528.00
Enter Payment Amount Enclosed: \$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

5240222501 7382

00160

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to:
Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00161

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

November 2009 Statement

Credit Line: \$94,000.00

Cash or Credit Available: \$0.00

Bank of America



Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$91,957.25
Cash Advances		0.068466%	24.99%	S	\$1,995.57
Purchases		0.027370%	9.99%	S	\$252.24

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

10.30%

APR Type Definitions: APR Type: S= Standard APR (APR normally in effect)

00162

00163

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

December 2009 Statement

Credit Line: \$94,000.00

Cash or Credit Available:

Bank of America



Account Information	
Summary of Transactions	
Previous Balance	\$94,627.55
Payments and Credits	\$0.00
Purchases and Adjustments	\$39.00
Periodic Rate Finance Charges	\$805.32
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$95,471.87

Billing Cycle and Payment Information	
Days in Billing Cycle	30
Closing Date	12/10/09
Payment Due Date	01/06/10
Current Payment Due	\$1,790.00
Past Due Amount	\$3,528.00
Total Minimum Payment Due	\$5,918.00

Customer Service

For Information on Your Account Visit:
www.bankofamerica.com
 Call toll-free 1-800-900-6651
 TDD hearing-impaired 1-800-346-3178

Mail Payments to:
 BANK OF AMERICA
 P.O. BOX 15019
 WILMINGTON, DE 19886-5019

Mail Billing Inquiries to:
 BANK OF AMERICA
 P.O. BOX 15026
 WILMINGTON, DE 19850-5026

Transactions						
Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE FEE FOR PAYMENT DUE 12/07		12/07	12/07	4627		\$39.00

YOUR ACCOUNT IS OVERLIMIT.
 TO AVOID AN OVERLIMIT FEE
 ON YOUR NEXT STATEMENT, WE
 MUST RECEIVE A CONFORMING
 PAYMENT, THAT BRINGS AND
 KEEPS YOUR ACCOUNT BALANCE
 BELOW THE CREDIT LINE,
 WITHIN 27 DAYS OF THE ABOVE
 STATEMENT CLOSING DATE,
 AND NOT GO OVERLIMIT AGAIN.

WORLDPOINTS REWARDS SUMMARY
 0 MONTHLY EARNINGS
 0 ADJUSTMENTS
 260 TOTAL POINTS AVAILABLE

Important Information About Your Account

YOU ARE A VALUED CUSTOMER. WE WANT TO MAKE SURE YOU ARE AWARE THAT WE HAVE NOT RECEIVED YOUR PAYMENT. PLEASE SEND THE AMOUNT DUE TODAY. IF IT HAS BEEN MAILED, THANK YOU.

SIMPLIFY YOUR LIFE AND HELP THE ENVIRONMENT - ENROLL IN PAPERLESS STATEMENTS. SIGN INTO YOUR ACCOUNT AT BANKOFAMERICA.COM AND CLICK "GO PAPERLESS."

10 0954718700531800000917000000 7382

BANK OF AMERICA
 P.O. BOX 15019
 WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR

COLUMBIA SC 29201-1000

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 7382

NEW BALANCE TOTAL: \$95,471.87
 PAYMENT DUE DATE: 01/06/10

TOTAL MINIMUM PAYMENT DUE: \$5,918.00

Enter Payment Amount Enclosed: \$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

5240222501 7382

00164

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Your Name: _____ Account Number: _____ Choose only one dispute reason.
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation/cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____
Address 2 _____
City _____
State _____ Zip _____
Area Code & Home Phone _____
Area Code & Work Phone _____

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

December 2009 Statement

Credit Line: \$94,000.00

Cash or Credit Available:

Bank of America



Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$92,689.97
Cash Advances		0.068466%	24.99%	S	\$2,035.59
Purchases		0.027370%	9.99%	S	\$295.81

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

10.31%

APR Type Definitions: APR Type: S= Standard APR (APR normally in effect)

00167

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

January 2010 Statement

Credit Line: \$94,000.00

Cash or Credit Available:

Bank of America



Customer Service
For Information on Your Account Visit:
www.bankofamerica.com
Call toll-free 1-800-900-6651
TDD hearing-impaired 1-800-346-3178
Mail Payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019
Mail Billing Inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Account Information		Billing Cycle and Payment Information	
Summary of Transactions		Days in Billing Cycle	33
Previous Balance	\$95,471.87	Closing Date	01/12/10
Payments and Credits	\$0.00	Payment Due Date	02/08/10
Purchases and Adjustments	\$78.00	Current Payment Due	\$1,888.00
Periodic Rate Finance Charges	\$894.57	Past Due Amount	\$5,318.00
Transaction Fee Finance Charges	\$0.00	Total Minimum Payment Due	\$7,206.00
New Balance Total	\$96,444.44		

Transactions						
Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE FEE FOR PAYMENT DUE 01/06		01/06	01/06	5471		39.00
OVERLIMIT FEE (BASED ON BALANCE 95,510.87)		01/12	01/06	D/27		39.00

YOUR ACCOUNT IS OVERLIMIT.
TO AVOID AN OVERLIMIT FEE
ON YOUR NEXT STATEMENT, WE
MUST RECEIVE A CONFORMING
PAYMENT, THAT BRINGS AND
KEEPS YOUR ACCOUNT BALANCE
BELOW THE CREDIT LINE,
WITHIN 27 DAYS OF THE ABOVE
STATEMENT CLOSING DATE,
AND NOT GO OVERLIMIT AGAIN.

WORLDPOINTS REWARDS SUMMARY
0 MONTHLY EARNINGS
0 ADJUSTMENTS
260 TOTAL POINTS AVAILABLE

Important Information About Your Account

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

AS A REMINDER, WE NO LONGER HONOR ACCESS CHECKS THAT HAVE NO EXPIRATION DATE,
OR THAT HAVE EXPIRED. PLEASE REVIEW AND DESTROY ANY OLD ACCESS CHECKS.

10 0964444400720600000917000000 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR
COLUMBIA

☐ Check here for a change of mailing address or phone number(s).
Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: 7382

NEW BALANCE TOTAL: \$96,444.44

PAYMENT DUE DATE: 02/08/10

TOTAL MINIMUM PAYMENT DUE: \$7,206.00

Enter Payment Amount Enclosed: \$

Mail this payment coupon along with a
check or money order payable to: BANK OF AMERICA

5240222501 7382

00168

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE217 Rev. 04/08

CUSTOMER STATEMENT OF DISPUTED ITEM – Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 13026, Wilmington, DE 19850-3026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

January 2010 Statement

Credit Line: \$94,000.00

Cash or Credit Available:

Bank of America



Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$93,492.51
Cash Advances		0.068466%	24.99%	S	\$2,079.96
Purchases		0.027370%	9.99%	S	\$348.90

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

10.31%

APR Type Definitions: APR Type: S= Standard APR (APR normally in effect)

00170

00171

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

February 2010 Statement

Credit Line: \$94,000.00

Cash or Credit Available:

Bank of America



Account Information	
Summary of Transactions	
Previous Balance	\$96,444.44
Payments and Credits	\$0.00
Purchases and Adjustments	\$78.00
Periodic Rate Finance Charges	\$793.93
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$97,316.37
Billing Cycle and Payment Information	
Days in Billing Cycle	29
Closing Date	02/10/10
Payment Due Date	03/09/10
Current Payment Due	\$1,797.00
Past Due Amount	\$7,206.00
Total Minimum Payment Due	\$19,003.00

Customer Service
For Information on Your Account Visit
www.bankofamerica.com
Call toll-free 1-800-900-6651
TDD hearing-impaired 1-800-346-3178
Mail Payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019
Mail Billing Inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions						
Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE FEE FOR PAYMENT DUE 02/08		02/08	02/08	6444		39.00
OVERLIMIT FEE (BASED ON BALANCE 96,483.44)		02/10	02/08	D/27		39.00

YOUR ACCOUNT IS OVERLIMIT.
TO AVOID AN OVERLIMIT FEE
ON YOUR NEXT STATEMENT, WE
MUST RECEIVE A CONFORMING
PAYMENT, THAT BRINGS AND
KEEPS YOUR ACCOUNT BALANCE
BELOW THE CREDIT LINE,
WITHIN 27 DAYS OF THE ABOVE
STATEMENT CLOSING DATE,
AND NOT GO OVERLIMIT AGAIN.

Important Information About Your Account

EXCITING CHANGES TO YOUR STATEMENT! STARTING NEXT MONTH YOU'LL FIND A NEW
EASY-TO-READ STATEMENT DESIGN THAT PROVIDES YOU WITH MORE DETAILED INFORMATION
ABOUT YOUR ACCOUNT.

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

10 097316370090030000009170000000 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR

COLUMBIA

☐ Check here for a change of mailing address or phone number(s).
Please provide all corrections on the reverse side.

Payment Information	
ACCOUNT NUMBER:	7382
NEW BALANCE TOTAL:	\$97,316.37
PAYMENT DUE DATE:	03/09/10
TOTAL MINIMUM PAYMENT DUE	\$19,003.00
Enter Payment Amount Enclosed:	\$

Mail this payment coupon along with a
check or money order payable to: BANK OF AMERICA

00172

5240222501 7382

CUSTOMER STATEMENT OF DISPUTED ITEM – Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to:
Attn: Billing Inquiries, P.O. Box 45026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

** If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transactions Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution with a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00173

Wake Forest University Accelerated

Prepared for: TOBY HOFFMAN JR

Account Number: 7382

February 2010 Statement

Credit Line: \$94,000.00

Cash or Credit Available:



Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370%	9.99%	S	\$94,288.95
Cash Advances		0.068466%	24.99%	S	\$2,124.54
Purchases		0.027370%	9.99%	S	\$421.69

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

10.31%

APR Type Definitions: APR Type: S= Standard APR (APR normally in effect)

00174

00175



Wake Forest University Accelerated

TOBY HOFFMAN JR
Account Number: ~~XXXXXXXXXX~~ 7382
February 10 - March 11, 2010

Account Information:
www.bankofamerica.com

Mail billing inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE
19850-5026

Mail payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE
19886-5019

Customer Service:
1.800.900.6651
(1.800.346.3178 TTY)

Payment Information

New Balance Total\$98,156.72
Current Payment Due\$1,813.00
Past Due Amount\$9,003.00

Total Minimum Payment Due\$10,816.00
Payment Due Date 4/9/10

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$39.00.

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 using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	49 years	\$220,610.18

If you would like information about credit counseling services, call 1-866-300-5238.

Account Summary

Previous Balance\$97,316.37
Payments and Other Credits 0.00
Purchases and Adjustments 0.00
Fees Charged 39.00
Interest Charged 801.35

New Balance Total\$98,156.72

Credit Line\$94,000.00
Statement Closing Date 3/11/10
Days in Billing Cycle 29

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
03/09	03/09	Fees				
		LATE FEE FOR PAYMENT DUE 03/09	7316		39.00	
		TOTAL FEES FOR THIS PERIOD				\$39.00
03/11	03/11	Interest Charged				
03/11	03/11	Interest Charged on Balance Transfers			754.36	
		Interest Charged on Cash Advances			43.03	
		continued on next page...				

10 0981567201081600000917000000 ~~XXXXXXXXXX~~ 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR

Account Number: ~~XXXXXXXXXX~~ 7382

New Balance Total\$98,156.72
Minimum Payment Due\$10,816.00
Payment Due Date 04/09/10

Enter payment amount \$

☐ Check here for a change of mailing address or phone numbers.
Please provide all corrections on the reverse side.

Mail this coupon along with your check payable to: Bank of America

⑆524022250⑆ ~~XXXXXXXXXX~~ 7382 ⑈

00176

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE317 Rev. 02/10

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll-free 1.866.266.0212 Monday-Thursday 8 a.m.-9 p.m., Friday 8 a.m.-7 p.m. and Saturday 8 a.m.-6 p.m. Eastern.
For prompt service, please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation/cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue interest on certain transactions or balances. There is no Grace Period for Balance Transfers or Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total. If you do not pay in full this statement's New Balance Total by its Payment Due Date but you paid in full this statement's Previous Balance by its Payment Due Date, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the amount of the purchase balance you pay by the Payment Due Date following our payment allocation method.

CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Balance Method (including new Balance Transfers and new Cash Advances):

We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance"—a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases):

We calculate separate Balances Subject to an Interest Rate for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central time. Credit for any other payments may be delayed up to five days.

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the fees for credit card debt cancellation or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such fees are billed.

TOTAL INTEREST CHARGE COMPUTATION

Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges, we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00177



Wake Forest University Accelerated

7382
February 10 - March 11, 2010
Page 3 of 4

Transactions continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
03/11	03/11	Interest Charged				
		Interest Charged on Purchases			3.96	
		TOTAL INTEREST FOR THIS PERIOD				\$801.35

2010 Totals Year-to-Date

Total fees charged in 2010	\$195.00
Total interest charged in 2010	\$2,489.85

Important Messages

Your balance exceeds the credit limit.

Interest Charge Calculation

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

	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Balance Transfers	9.99%			\$95,040.23	\$754.36
Cash Advances	24.99%			\$ 2,167.13	\$ 43.03
Purchases	9.99%			\$ 499.32	\$ 3.96

00178



Customer Service:
1.800.900.6651
(1.800.346.3178 TTY)

If you would like information about credit counseling services, call 1-866-300-5238.

Credit Line	\$94,000.00
Statement Closing Date	4/12/10
Days in Billing Cycle	32

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
04/09	04/09	Fees				
		LATE FEE FOR PAYMENT DUE 04/09	8156		39.00	
		TOTAL FEES FOR THIS PERIOD				\$39.00
04/12	04/12	Interest Charged				
		Interest Charged on Balance Transfers			839.38	
04/12	04/12	Interest Charged on Cash Advances			48.48	
		continued on next page...				

00180

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE317 Rev. 02/10

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll-free 1.866.266.0212 Monday-Thursday 8 a.m.-9 p.m., Friday 8 a.m.-7 p.m. and Saturday 8 a.m.-6 p.m. Eastern. For prompt service, please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____
Transaction Date: _____ Posting Date: _____
Amount \$: _____ Disputed Amount \$: _____

Account Number: _____
Reference Number: _____
Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation/cancellation#:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____ Date: _____
Best contact telephone #: _____ Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue interest on certain transactions or balances. There is no Grace Period for Balance Transfers or Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total. If you do not pay in full this statement's New Balance Total by its Payment Due Date but you paid in full this statement's Previous Balance by its Payment Due Date, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the amount of the purchase balance you pay by the Payment Due Date following our payment allocation method.

CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Balance Method (including new Balance Transfers and new Cash Advances):

We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance"—a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases):

We calculate separate Balances Subject to an Interest Rate for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central time. Credit for any other payments may be delayed up to five days.

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the fees for credit card debt cancellation or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such fees are billed.

TOTAL INTEREST CHARGE COMPUTATION

Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges, we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a tradename of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00181



Wake Forest University Accelerated

7382
March 12 - April 12, 2010
Page 3 of 4

Transactions Continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
04/12	04/12	Interest Charged				
		Interest Charged on Purchases			4.76	
		TOTAL INTEREST FOR THIS PERIOD				\$892.62

2010 Totals Year-to-Date

Total fees charged in 2010	\$234.00
Total interest charged in 2010	\$3,382.47

Important Messages

Your balance exceeds the credit limit.

Interest Charge Calculation

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

	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Balance Transfers	9.99%			\$95,836.87	\$839.38
Cash Advances	24.99%			\$ 2,212.85	\$ 48.48
Purchases	9.99%			\$ 543.51	\$ 4.76

00182



Wake Forest University Accelerated

TOBY HOFFMAN JR
Account Number: 7382
April 13 - May 12, 2010

Account Information:
www.bankofamerica.com

Mail billing inquiries to:
BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE
19850-5026

Mail payments to:
BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE
19886-5019

Customer Service:
1.800.900.6651
(1.800.346.3178 TTY)

Payment Information

New Balance Total\$99,972.21
Current Payment Due\$1,874.00
Past Due Amount\$12,729.00

Total Minimum Payment Due\$14,603.00
Payment Due Date 6/9/10

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$39.00.

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 using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	49 years	\$221,708.77

If you would like information about credit counseling services, call 1-866-300-5238.

Account Summary

Previous Balance\$99,088.34
Payments and Other Credits 0.00
Purchases and Adjustments 0.00
Fees Charged 39.00
Interest Charged 844.87

New Balance Total\$99,972.21

Credit Line\$94,000.00
Statement Closing Date 5/12/10
Days in Billing Cycle 30

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
05/09	05/10	Fees LATE FEE FOR PAYMENT DUE 05/09 TOTAL FEES FOR THIS PERIOD	9088		39.00	\$39.00
05/12	05/12	Interest Charged Interest Charged on Balance Transfers			793.62	
05/12	05/12	Interest Charged on Cash Advances continued on next page...			46.43	

10 0999722101460300000917000000 7382

BANK OF AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

TOBY HOFFMAN JR

COLUMBIA UNIVERSITY

Account Number: 7382

New Balance Total\$99,972.21
Minimum Payment Due\$14,603.00
Payment Due Date 06/09/10

Enter payment amount \$

☐ Check here for a change of mailing address or phone numbers.
Please provide all corrections on the reverse side.

Mail this coupon along with your check payable to: BANK OF AMERICA

524022250: 7382

00184

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

USE317 Rev. 02/10

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll-free 1.866.266.0212 Monday-Thursday 8 a.m.-9 p.m., Friday 8 a.m.-7 p.m. and Saturday 8 a.m.-6 p.m. Eastern. For prompt service, please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: _____

Transaction Date: _____

Amount \$: _____

Posting Date: _____

Disputed Amount \$: _____

Account Number: _____

Reference Number: _____

Merchant Name: _____

- ☐ 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.

- ☐ 7. Although I did engage in a transaction for \$ _____ with the merchant, I was billed for additional transaction(s) totaling \$ _____ that was (were) not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation/cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): _____

Date: _____

Best contact telephone #: _____

Home #: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue interest on certain transactions or balances. There is no Grace Period for Balance Transfers or Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total. If you do not pay in full this statement's New Balance Total by its Payment Due Date but you paid in full this statement's Previous Balance by its Payment Due Date, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the amount of the purchase balance you pay by the Payment Due Date following our payment allocation method.

CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Balance Method (including new Balance Transfers and new Cash Advances):

We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance"—a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases):

We calculate separate Balances Subject to an Interest Rate for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central time. Credit for any other payments may be delayed up to five days.

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the fees for credit card debt cancellation or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such fees are billed.

TOTAL INTEREST CHARGE CALCULATION

Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges, we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

00185



Wake Forest University Accelerated

7382
April 13 - May 12, 2010
Page 3 of 4

Transactions continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
05/12	05/12	Interest Charged				
		Interest Charged on Purchases			4.82	
		TOTAL INTEREST FOR THIS PERIOD				\$844.87

2010 Totals Year-to-Date

Total fees charged in 2010	\$273.00
Total interest charged in 2010	\$4,227.34

Important Messages

Your balance exceeds the credit limit.

Interest Charge Calculation

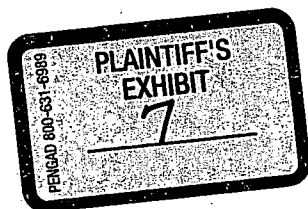
Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Balance Transfers	9.99%			\$96,653.33	\$793.62
Cash Advances	24.99%			\$ 2,260.30	\$ 46.43
Purchases	9.99%			\$ 587.62	\$ 4.82

00186

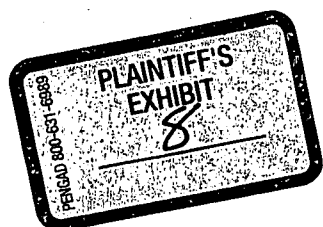
TOBY HOFFMAN JR
BANK OF AMERICA
COUNT TWO ACCOUNT SUMMARY

Statement Date	Previous Balance	Payments	Cash Advances	Purchases and Adjustments	Finance Charge	Transaction Fees	Overlimit Fee	Late Fee	New Balance
October/2009	\$0.00	\$0.00	\$9,650.00	\$0.00	\$143.89	\$289.50	\$0.00	\$0.00	\$10,083.39
November/2009	\$10,083.39	\$0.00	\$0.00	\$0.00	\$202.20	\$0.00	\$39.00	\$39.00	\$10,363.59
December/2009	\$10,363.59	\$0.00	\$0.00	\$0.00	\$221.33	\$0.00	\$39.00	\$39.00	\$10,662.92
January/2010	\$10,662.92	\$0.00	\$0.00	\$0.00	\$226.73	\$0.00	\$39.00	\$39.00	\$10,967.65
February/2010	\$10,967.65	\$0.00	\$0.00	\$0.00	\$264.46	\$0.00	\$0.00	\$39.00	\$11,271.11
March/2010	\$11,271.11	\$0.00	\$0.00	\$0.00	\$290.81	\$0.00	\$0.00	\$39.00	\$11,600.92
April/2010	\$11,600.92	\$0.00	\$0.00	\$0.00	\$289.52	\$0.00	\$0.00	\$39.00	\$11,929.44
May/2010	\$11,929.44	\$0.00	\$0.00	\$0.00	\$297.71	\$0.00	\$0.00	\$39.00	\$12,266.15



TOBY HOFFMAN JR
BANK OF AMERICA
COUNT ONE ACCOUNT SUMMARY

Statement Date	Previous Balance	Payments	Balance Transfers	Cash Advances	Purchases and Adjustments	Finance Charge	Transaction Fees	Overlimit Fee	Late Fee	New Balance
September/2008	\$0.00	\$0.00	\$104,500.00		\$0.00	\$0.00	\$384.00	\$0.00	\$0.00	\$104,884.00
October/2008	\$104,884.00	-\$384.00	\$0.00		\$0.00	\$834.22	\$0.00	\$0.00	\$39.00	\$105,373.22
November/2008	\$105,373.22	-\$2,582.00	\$0.00		\$0.00	\$0.15	-\$186.00	\$0.00	-\$39.00	\$102,566.37
December/2008	\$102,566.37	-\$1,025.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$101,541.37
January/2009	\$101,541.37	-\$1,016.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,525.37
February/2009	\$100,525.37	-\$1,005.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,520.37
March/2009	\$99,520.37	-\$995.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$98,525.37
April/2009	\$98,525.37	-\$985.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$97,540.37
May/2009	\$97,540.37	-\$975.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,565.37
June/2009	\$96,565.37	-\$1,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95,565.37
July/2009	\$95,565.37	-\$955.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94,610.37
August/2009	\$94,610.37	-\$946.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$93,664.37
September/2009	\$93,664.37	-\$1,936.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91,728.37
October/2009	\$91,728.37	\$0.00	\$0.00	\$1,900.00	\$246.92	\$828.35	\$57.00	\$0.00	\$0.00	\$94,760.64
November/2009	\$94,760.64	-\$917.00	\$0.00		\$0.00	\$744.91	\$0.00	\$0.00	\$39.00	\$94,627.55
December/2009	\$94,627.55	\$0.00	\$0.00		\$0.00	\$805.32	\$0.00	\$0.00	\$39.00	\$95,471.87
January/2010	\$95,471.87	\$0.00	\$0.00		\$0.00	\$894.57	\$0.00	\$39.00	\$39.00	\$96,444.44
February/2010	\$96,444.44	\$0.00	\$0.00		\$0.00	\$793.93	\$0.00	\$39.00	\$39.00	\$97,316.37
March/2010	\$97,316.37	\$0.00	\$0.00		\$0.00	\$801.35	\$0.00	\$0.00	\$39.00	\$98,156.72
April/2010	\$98,156.72	\$0.00	\$0.00		\$0.00	\$892.62	\$0.00	\$0.00	\$39.00	\$99,088.34
May/2010	\$99,088.34	\$0.00	\$0.00		\$0.00	\$844.87	\$0.00	\$0.00	\$39.00	\$99,972.21



**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) October 20, 2006.

Commission File Number of issuing entity: 333-
131358-02

Commission File Number of issuing entity: 333-
131358-01

BA CREDIT CARD TRUST
(Exact name of issuing entity as specified in its charter)
(Issuing Entity of the Notes)

BA MASTER CREDIT CARD TRUST II
(Exact name of issuing entity as specified in its charter)
(Issuing Entity of the Collateral Certificate)

Commission File Number of depositor: 333-136122

BA CREDIT CARD FUNDING, LLC
(Exact name of depositor as specified in its charter)

Commission File Number of sponsor: 333-131358

FIA CARD SERVICES, NATIONAL ASSOCIATION
(Exact name of sponsor as specified in its charter)

Delaware

(State or other jurisdiction of Incorporation or organization
of the issuing entity)

c/o Wilmington Trust Company
Rodney Square North
1100 N. Market Street
Wilmington, DE 19890-0001

(Address of principal executive offices of issuing entity)

(302) 651-1284

Delaware

(State or other jurisdiction of Incorporation or organization
of the issuing entity)

c/o BA Credit Card Funding, LLC
214 North Tryon Street
Charlotte, NC 28255

(Address of principal executive offices of issuing entity)

(704) 683-4915

00190

(Telephone number, including area code)

01-0864848

(I.R.S. Employer Identification No.)

(Telephone number, including area code)

01-0864848

(I.R.S. Employer Identification No.)

N/A

(Former name, former address, if changed since last report)

c/o FIA Card Services, National Association
1100 N. King Street
Wilmington, DE 19884-0781

(Former name, former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Section 8 – Other Events.

Item 8.01 Other Events.

As previously reported, on January 1, 2006, MBNA Corporation merged with and into Bank of America Corporation. As a result of the merger, MBNA America Bank, National Association ("MBNA") became a wholly-owned subsidiary of Bank of America Corporation. On June 10, 2006, MBNA changed its name to FIA Card Services, National Association ("FIA").

On October 20, 2006, Bank of America, National Association (USA) ("BANA(USA)"), a subsidiary of Bank of America Corporation, merged with and into FIA. Coinciding with the merger of BANA(USA) with and into FIA, BA Credit Card Funding, LLC ("Funding"), a recently-formed Delaware limited liability company and an affiliate of FIA, succeeded FIA as the depositor of the BA Master Credit Card Trust II ("Master Trust II") and the BA Credit Card Trust ("BACCT"), effective on October 20, 2006 (the "Substitution Date").

Prior to the Substitution Date, FIA formed Master Trust II and transferred credit card receivables arising in accounts originated or acquired by FIA to Master Trust II. On and after the Substitution Date, FIA will originate and own credit card accounts from which receivables may be transferred to Banc of America Consumer Card Services, LLC ("BACCS"), a limited liability company formed under the laws of North Carolina and an indirect subsidiary of FIA. Certain of the receivables transferred to BACCS may be sold to Funding by BACCS, for addition to Master Trust II. FIA will remain the sponsor of Master Trust II and BACCT. In addition, FIA will remain the originator of the receivables transferred to Master Trust II, and FIA will continue to administer and service the receivables transferred to Master Trust II.

In connection with the succession and related events described above, each of the following agreements was executed on the Substitution Date:

(a) the Amended and Restated Receivables Contribution and Sale Agreement, dated as of October 20, 2006, between FIA and BACCS, a copy of which is filed as Exhibit 4.1 to this report;

(b) the Receivables Purchase Agreement, dated as of October 20, 2006, between BACCS and Funding, a copy of which is filed as Exhibit 4.2 to this report;

(c) the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, among Funding, as transferor, FIA, as servicer, and The Bank of New York, as trustee (the "Trustee"), a copy of which is filed as Exhibit 4.3 to this report;

(d) the Second Amended and Restated Series 2001-D Supplement to the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, among Funding, FIA and the Trustee, a copy of which is filed as Exhibit 4.4 to this report;

(e) the Third Amended and Restated Trust Agreement of the BA Credit Card Trust, dated as of October 20, 2006, between Funding and Wilmington Trust Company, a copy of which is filed as Exhibit 4.5 to this report;

(f) the Second Amended and Restated Indenture, dated as of October 20, 2006, between BA Credit Card Trust and The Bank of New York, as indenture trustee, a copy of which is filed as Exhibit 4.6 to this report; and

(g) the Amended and Restated Delegation of Servicing Agreement, dated as of October 20, 2006, between FIA and Banc of America Card Servicing Corporation, a copy of which is filed as Exhibit 99.1 to this report.

Section 9 – Financial Statements and Exhibits.

Item 9.01(d). Exhibits.

The following are filed as Exhibits to this Report.

- Exhibit 4.1 Amended and Restated Receivables Contribution and Sale Agreement, dated as of October 20, 2006.
- Exhibit 4.2 Receivables Purchase Agreement, dated as of October 20, 2006.
- Exhibit 4.3 Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006.
- Exhibit 4.4 Second Amended and Restated Series 2001-D Supplement to the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006.
- Exhibit 4.5 Third Amended and Restated Trust Agreement of the BA Credit Card Trust, dated as of October 20, 2006.
- Exhibit 4.6 Second Amended and Restated Indenture, dated as of October 20, 2006.
- Exhibit 99.1 Amended and Restated Delegation of Servicing Agreement, dated as of October 20, 2006.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BA Credit Card Funding, LLC,
Acting solely in its capacity as depositor of
BA Master Credit Card Trust II and BA Credit
Card Trust

By: /s/ Marcie E. Copson-Hall

Name: Marcie E. Copson-Hall

Title: President

October 20, 2006

EXHIBIT INDEX

Exhibit No.	Description
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- Exhibit 4.1 Amended and Restated Receivables Contribution and Sale Agreement, dated as of October 20, 2006.
- Exhibit 4.2 Receivables Purchase Agreement, dated as of October 20, 2006.
- Exhibit 4.3 Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006.
- Exhibit 4.4 Second Amended and Restated Series 2001-D Supplement to the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006.
- Exhibit 4.5 Third Amended and Restated Trust Agreement of the BA Credit Card Trust, dated as of October 20, 2006.
- Exhibit 4.6 Second Amended and Restated Indenture, dated as of October 20, 2006.
- Exhibit 99.1 Amended and Restated Delegation of Servicing Agreement, dated as of October 20, 2006.

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the Quarterly Period Ended June 30, 2010

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the transition period from to

Commission file number:

1-6523

Exact Name of Registrant as Specified in its Charter:

Bank of America Corporation

State or Other Jurisdiction of Incorporation or Organization:

Delaware

IRS Employer Identification Number:

56-0906609

Address of Principal Executive Offices:

Bank of America Corporate Center

100 N. Tryon Street

Charlotte, North Carolina 28255

Registrant's telephone number, including area code:

(704) 386-5681

Former name, former address and former fiscal year, if changed since last report:

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (check one).

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company
(do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Exchange Act Rule 12b-2).

Yes ☐ No ☒

On July 31, 2010, there were 10,033,844,854 shares of Bank of America Corporation Common Stock outstanding.

Bank of America Corporation and Subsidiaries

Notes to Consolidated Financial Statements

NOTE 1 - Summary of Significant Accounting Principles

Bank of America Corporation (collectively, with its subsidiaries, the Corporation), a financial holding company, provides a diverse range of financial services and products throughout the U.S. and in certain international markets. The Corporation conducts these activities through its banking and nonbanking subsidiaries. On January 1, 2009, the Corporation acquired Merrill Lynch & Co. Inc. (Merrill Lynch) in exchange for common and preferred stock with a value of \$29.1 billion. On July 1, 2008, the Corporation acquired Countrywide Financial Corporation (Countrywide) in exchange for common stock with a value of \$4.2 billion. At June 30, 2010, the Corporation operated its banking activities primarily under two charters: Bank of America, National Association (Bank of America, N.A.) and FIA Card Services, N.A. In connection with certain acquisitions including Merrill Lynch and Countrywide, the Corporation acquired banking subsidiaries that have been merged into Bank of America, N.A. with no impact on the Consolidated Financial Statements of the Corporation.

Principles of Consolidation and Basis of Presentation

The Consolidated Financial Statements include the accounts of the Corporation and its majority-owned subsidiaries, and those variable interest entities (VIEs) where the Corporation is the primary beneficiary. Intercompany accounts and transactions have been eliminated. Results of operations, assets and liabilities of acquired companies are included from the dates of acquisition. Results of operations, assets and liabilities of VIEs are included from the date that the Corporation became the primary beneficiary. Assets held in an agency or fiduciary capacity are not included in the Consolidated Financial Statements. The Corporation accounts for investments in companies for which it owns a voting interest of 20 percent to 50 percent and for which it has the ability to exercise significant influence over operating and financing decisions using the equity method of accounting. These investments are included in other assets and are subject to impairment testing. The Corporation's proportionate share of income or loss is included in equity investment income.

The preparation of the Consolidated Financial Statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect reported amounts and disclosures. Realized results could differ from those estimates and assumptions.

These unaudited Consolidated Financial Statements should be read in conjunction with the audited Consolidated Financial Statements included in the Corporation's 2009 Annual Report on Form 10-K. The nature of the Corporation's business is such that the results of any interim period are not necessarily indicative of results for a full year. In the opinion of management, all adjustments, which consist of normal recurring adjustments necessary for a fair statement of the interim period results have been made. Certain prior period amounts have been reclassified to conform to current period presentation.

New Accounting Pronouncements

In March 2010, the Financial Accounting Standards Board (FASB) issued new accounting guidance on embedded credit derivatives. This new accounting guidance clarifies the scope exception for embedded credit derivatives and defines which embedded credit derivatives are required to be evaluated for bifurcation and separate accounting. This new accounting guidance was effective on July 1, 2010. Upon adoption, companies may elect the fair value option for any beneficial interests, including those that would otherwise require bifurcation under the new guidance. In connection with the adoption on July 1, 2010, the Corporation elected the fair value option for \$629 million of debt securities, principally collateralized debt obligations (CDOs), that otherwise may be subject to bifurcation under the new guidance. Accordingly, the Corporation recorded a \$232 million charge to retained earnings on July 1, 2010 to reflect the after-tax cumulative effect of the change.

In July 2010, the FASB issued new accounting guidance that requires additional disclosures about a company's allowance for credit losses and the credit quality of the loan portfolio. The additional disclosures include a rollforward of the allowance for credit losses on a disaggregated basis and more information, by type of receivable, on credit quality indicators including aging and troubled debt restructurings as well as significant purchases and sales. These new disclosures are effective for the 2010 annual report. This new accounting guidance does not change the accounting model, and accordingly, will have no impact on the Corporation's consolidated results of operations or financial position.

On January 1, 2010, the Corporation adopted new FASB accounting guidance on transfers of financial assets and consolidation of VIEs. This new accounting guidance revises sale accounting criteria for transfers of financial assets, including elimination of the concept of and accounting for qualifying special purpose entities (QSPEs), and significantly changes the criteria for consolidation of a VIE. The adoption of this new accounting guidance resulted in the consolidation of certain VIEs that previously were QSPEs and VIEs that were not recorded on the Corporation's Consolidated Balance

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the Quarterly Period Ended March 31, 2007

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

Commission file number:
1-6523

Exact name of registrant as specified in its charter:
Bank of America Corporation

State of incorporation:
Delaware

IRS Employer Identification Number:
56-0906609

Address of principal executive offices:
Bank of America Corporate Center
100 N. Tryon Street
Charlotte, North Carolina 28255

Registrant's telephone number, including area code:
(704) 386-5681

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Accelerated filer

Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Exchange Act Rule 12b-2). Yes No ☒

On April 30, 2007, there were 4,437,771,404 shares of Bank of America Corporation Common Stock outstanding.

00196

Bank of America Corporation and Subsidiaries
Notes to Consolidated Financial Statements

Bank of America Corporation and its subsidiaries (the Corporation), through its banking and nonbanking subsidiaries, provides a diverse range of financial services and products throughout the U.S. and in selected international markets. At March 31, 2007, the Corporation operated its banking activities primarily under two charters: Bank of America, National Association (Bank of America, N.A.) and FIA Card Services, N.A.

NOTE 1 – Summary of Significant Accounting Principles

Principles of Consolidation and Basis of Presentation

The Consolidated Financial Statements include the accounts of the Corporation and its majority-owned subsidiaries, and those variable interest entities (VIEs) where the Corporation is the primary beneficiary. All significant intercompany accounts and transactions have been eliminated.

The information contained in the Consolidated Financial Statements is unaudited. In the opinion of management, normal recurring adjustments necessary for a fair statement of the interim period results have been made. Results of operations of companies purchased are included from the dates of acquisition.

Effective January 1, 2007, the Corporation changed its basis of presentation for its business segments. For additional information see Note 16 of the Consolidated Financial Statements.

Prior period amounts have been reclassified to conform to current period presentation.

Recently Adopted Accounting Pronouncements

Effective January 1, 2007, the Corporation adopted Statement of Financial Accounting Standards (SFAS) No. 157, "Fair Value Measurements" (SFAS 157) and SFAS No. 159 "The Fair Value Option for Financial Assets and Financial Liabilities" (SFAS 159). SFAS 157 defines fair value, establishes a framework for measuring fair value under accounting principles generally accepted in the United States (GAAP) and enhances disclosures about fair value measurements. Fair value is defined under SFAS 157 as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. SFAS 159 allows an entity the irrevocable option to elect fair value for the initial and subsequent measurement for certain financial assets and liabilities on a contract-by-contract basis. The impact of adopting both SFAS 157 and SFAS 159 reduced the beginning balance of retained earnings as of January 1, 2007 by \$208 million, net of tax. Subsequent changes in fair value of these financial assets and liabilities are recognized in earnings when they occur. For additional information on the fair value of certain financial assets and liabilities, see Note 14 of the Consolidated Financial Statements.

Effective January 1, 2007, the Corporation adopted FASB Staff Position (FSP) No. FAS 13-2, "Accounting for a Change or Projected Change in the Timing of Cash Flows Relating to Income Taxes Generated by a Leveraged Lease Transaction" (FSP 13-2). The principal provision of FSP 13-2 is the requirement that a lessor recalculate the recognition of lease income when there is a change in the estimated timing of the cash flows relating to income taxes generated by such leveraged lease. The adoption of FSP 13-2 reduced the beginning balance of retained earnings as of January 1, 2007 by \$1,381 million, net of tax, with a corresponding offset decreasing the net investment in leveraged leases recorded as part of loans and leases. Following the adoption, if during the remainder of the lease term the timing of the income tax cash flows generated by the leveraged leases are revised as a result of final determination by the Internal Revenue Service of certain leveraged leases or management changes its assumption about the timing of the tax cash flows, the rate of return shall be recalculated from the inception of the lease using the revised assumption and the change in the net investment shall be recognized as a gain or loss in the year in which the assumption is changed.

Effective January 1, 2007, the Corporation adopted Financial Accounting Standards Board (FASB) Interpretation No. 48, "Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statement No. 109" (FIN 48). FIN 48 clarifies the accounting and reporting for income taxes where interpretation of the tax law may be uncertain. FIN 48 prescribes a

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

CACH, L.L.C.,)

Docket No. 2011 CP 40 2389

Plaintiff,)

vs.)

**DEFENDANT'S RESPONSE TO
PLAINTIFF'S REQUESTS TO ADMIT**

Toby Hoffman, Jr., a/k/a)

Carl W. Hoffman, Jr.,)

Defendant.)

The defendant responds to plaintiff's request for admission as follows, pursuant to Rules 26 and 36 of the South Carolina Rules of Civil Procedure.

1. Admit that credit was provided to Defendant in the form of a credit card by Bank of America Corporation or its subsidiary FIA Card Services (the issuer):

a. With account number [REDACTED] 7382, also known as [REDACTED] 4781 ("Account 1"), as to the First Cause of Action.

Defendant admits he had an account with number [REDACTED] 7382, issued by Bank of America, with an American Express emblem.

b. With account number [REDACTED] 9589, also known as [REDACTED] 3336 ("Account 2"), as to the Second Cause of Action.

Defendant admits that he had an account with number [REDACTED] 9589 issued by Bank of America, with a Master Card emblem.

2. Admit that Defendant used both accounts or authorized the use of both accounts to purchase goods and/or services; and/or receive cash advances; and/or transfer account balances.

Defendant admits that he utilized the accounts with the foregoing numbers for certain transactions.

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3. Admit that Defendant made one or more payments or authorized one or more payments on:

a. Account 1, including a last payment made to the Issuer on or about 10/15/2009.
Defendant admits that he made payments to the issuer.

b. Account 2, including a last payment made to the Issuer on or about 3/2/2009.
Defendant admits that he made payments to the issuer.

4. Admit that Defendant was provided with monthly Account Statements by the Issuer for:

a. Account 1. **Admitted.**

b. Account 2. **Admitted.**

5. Admit that Defendant has not disputed any of the Account Statements provided to the issuer for:

a. Account 1. **Admitted.**

b. Account 2. **Admitted.**

6. Admit that there is an unpaid balance on:

a. Account 1. **Defendant admits that there is an unpaid balance in a certain amount on the account number identified in Request to Admit No. One – a (1.a).**

b. Account 2. **Defendant admits there is an unpaid balance in a certain amount on the account number identified in Request to Admit No. One – b (1.b).**

7. Admit that the principal balance due and owing on:

a. Account 1 is \$99,972.21: **Denied.**

b. Account 2 is \$12,266.15: **Denied.**

8. Admit that CACH, LLC, purchased the right to receive payment on:

a. Account 1: **Denied, with strict proof demanded.**

b. Account 2: **Denied, with strict proof demanded.**

9. Admit that Defendant's social security number is [REDACTED]-5217: Defendant denies this request on grounds of privilege. Defendant further objects to publication or any republication of the Defendant's social security number. Defendant requests redaction of this number in any record.

10. Admit the genuineness of the following documents provided herewith:

a. As to the First Cause of Action:

i. Affidavit of Sale and Certification of Debt:

Denied.

ii. September 2008 Statement, October 2008 Statement, November 2008 Statement, December 2008 Statement, January 2009 Statement, February 2009 Statement, March 2009 Statement, April 2009 Statement, May 2009 Statement, June 2009 Statement, July 2009 Statement, August 2009 Statement, September 2009 Statement, October 2009 Statement, November 2009 Statement, December 2009 Statement, January 2010 Statement, February 2010 Statement, 3/11/10 Statement, 4/12/10 Statement and 5/12/10 Statement.

Defendant admits the authenticity of the foregoing statements, but not their contents.

a. As to the Second Cause of Action:

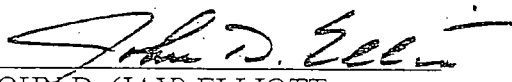
i. Affidavit of Sale and Certification of Debt:

Denied.

ii. October 2009 Statement, November 2009 Statement, December 2009 Statement, January 2010 Statement, 3/15/10 Statement, 4/14/2010 Statement, 5/14/2010 Statement, 6/14/10 Statement, 6/26/10 Statement.

Defendant admits the authenticity of the foregoing statements, but not their contents.

The defendant will supplement his responses to these requests for admission as discovery is completed, pursuant to Rules 26 and 36 of the South Carolina Rules of Civil Procedure.



JOHN D. (JAY) ELLIOTT

Attorney for Carl W. "Toby" Hoffman, Jr.

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Columbia, South Carolina

October 3rd, 2011

CERTIFICATE OF SERVICE

The undersigned, as counsel for the defendant, certifies that the foregoing Answers to Interrogatories, Response to Request for Production of Documents and Requests to Admit were served on all parties by depositing a copy of the same in the United States Mail, postage prepaid, and addressed as follows, on the 3rd day of October, 2011:

Edward H. Overcash, Jr.
Law Offices of Ed Overcash, L.L.C.
33 Villa Road, Suite 401
Greenville SC 29615



JOHN D. ELLIOTT

Counsel for Carl W. "Toby" Hoffman, Jr.

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	
CACH, LLC,	)	PLAINTIFF'S RESPONSES TO
	)	DEFENDANT'S
	)	INTERROGATORIES
	)	TO PLAINTIFF
vs.	)	DOCKET NO.: 2011-CP-40-02389
	)	
TOBY HOFFMAN, JR,	)	
a/k/a CARL W HOFFMAN, JR Defendant.	)	

The Plaintiff, CACH, LLC, by and through its undersigned attorney, responds to the Defendant's Interrogatories as follows:

GENERAL OBJECTIONS

1. To the extent that Defendant's interrogatories are inconsistent with or enlarge upon the South Carolina Rules of Civil Procedure, Plaintiff objects to such interrogatories. Plaintiff seeks a judgment in this case of less than \$25,000.00.
2. Plaintiff objects to each interrogatory which seeks the disclosure of information which is protected by the attorney/client privilege, the work-product doctrine, or any other applicable privilege or doctrine.
3. Plaintiff objects to each interrogatory to the extent that it requests information in the possession of persons or entities that are not under the control of Plaintiff.
4. Plaintiff reserves the right to supplement or amend these responses.
5. To the extent that any request inquires about "all", "each" or "every", the request is objected to as being overly broad and unduly burdensome. It is impossible to represent, even after a reasonably diligent search, that "all", "each" or "every" document or thing falling within a description can be or has been located. Documents may be kept in myriad locations and files. Many people have handled them, they have been moved frequently, may have been arranged, rearranged or reordered. Documents may have been lost or may have been part of materials disposed of in accordance with a record retention policy. Therefore, the Plaintiff cannot warrant or represent that it has produced everything, but only that which it could locate after a diligent search. Any further requirement of Plaintiff is objected to as being unduly burdensome.

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE: The following persons are known to be witnesses concerning the facts in this case:

Peter Huber
4340 South Monaco St
Denver, CO 80237

Affidavits attached to the Complaint.

Tom Vigil
4340 South Monaco St
Denver, CO 80237

Affidavits attached to the Motion for Summary Judgment.

2. Set forth a list of photographs, plats, sketches, or other prepared documents in possession of the party that relate to the claim or defense in the case.

RESPONSE:

Redacted Bill of Sale and Assignment of Loans for each account;
Affidavit of Claim and Certification of Debt for each account;
September/2008 through May/2010 statements for first account;
October/2009 through June/2010 statements for second account.

3. Set forth an itemized statement of all damages, claimed to have been sustained by the Plaintiff.

RESPONSE:

First Cause of Action: \$99,972.21 plus interest thereon from 7/8/2010;
Second Cause of Action: \$12,266.15 plus interest thereon from 7/21/2010.

4. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

RESPONSE: None

5. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

RESPONSE: The individuals named in item 1 and any other authorized agent of the Plaintiff would testify in accordance with the affidavits attached to the Complaint and Motion for Summary Judgment.

6. Set forth the amount of 'good and valuable consideration' comprising the purchase amount paid by the Plaintiff to the original creditors for the accounts claimed by the Plaintiff.

RESPONSE: Objection. This request seeks to discover information that is of a confidential and proprietary nature to the Plaintiff, that is irrelevant, and that is not reasonably calculated to lead to the discovery of admissible evidence as it relates to the Defendant's liability for the debt that forms the basis of this action.

1/27/12
Greenville, SC



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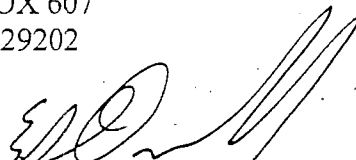
Attorney for CACH, LLC

CERTIFICATE OF SERVICE

I hereby certify that on January 27, 2012, I served the foregoing PLAINTIFF'S RESPONSES TO DEFENDANT'S FIRST INTERROGATORIES TO PLAINTIFF on the Defendant's attorney by United States First Class Mail addressed as follows:

JOHN D ELLIOTT
ATTORNEY AT LAW
POST OFFICE BOX 607
COLUMBIA, SC 29202

1/27/12
Greenville, SC



Edward H. Overcash, Jr.

STATE OF COLORADO)
COUNTY OF DENVER)

AFFIDAVIT IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT

I, TOM VIGIL, being duly sworn, state:

That I am an authorized agent and custodian of records of CACH, LLC the Plaintiff in the case captioned CACH, LLC v. TOBY HOFFMAN, JR, case number 2011-CP-40-02389 in the Court of Common Pleas of Richland County, that I am of legal age with full authority to make the statements contained herein, that I declare under penalty of perjury under the laws of the State of Colorado that the following is true and correct, and if called as a witness I could competently testify to the matters stated herein as follows:

1. I have reviewed the books and records of Plaintiff and am familiar with the account of TOBY HOFFMAN, JR (the "Defendant"). Plaintiff's books and records contain account records and information of the account referenced below provided to Plaintiff by Bank of America Corporation d/b/a Bank of America; or its subsidiary, Bank Of America, N.A.; or its subsidiary, FIA Card Services, N.A., d/b/a FIA Card Services (f/k/a and successor in interest to MBNA America Bank, N.A., a/k/a MBNA America, N.A., a/k/a MBNA America, a/k/a MBNA Bank, N.A., a/k/a MBNA Bank, a/k/a Maryland National Bank, N.A., a/k/a MBNA), which is successor in interest to Fleet Bank (RI), N.A., a/k/a Fleet Bank, N.A., and Bank of America Card Services; or one or more of its other subsidiaries or assignees. The records are kept in the ordinary course of a regularly conducted business activity and are made either by a person having personal knowledge of the information contained therein or based on information conveyed by a person having personal knowledge of the information contained therein, and I know from my experience in reviewing such records and from common knowledge of how credit cards work that those records are made and maintained by individuals who have a business duty to make entries in the records accurately at or near the time of the event that they record.

2. The records consist of both hard copy information and electronic information that is generated, stored and maintained in accordance with generally accepted standards in the retail and financial industries by individuals who possess the knowledge and training necessary to ensure the accuracy and reliability of the records.

3. The business records furnished to Plaintiff show that on or about 8/1/2008, Defendant opened a credit card account with Bank of America Corporation, one of its subsidiaries, or a bank to which it is the successor in interest ("Original Creditor"). That account is designated as account number *****7382, also known as *****4781 (the "Account").

4. The Exhibit(s) attached to this Affidavit are true and accurate copies, which were kept in the ordinary course of business and reflect Defendant's obligation to pay the Account.

5. The Defendant defaulted in making payments to the Original Creditor, making a last payment on or about 10/15/2009.

6. For good and valuable consideration, Plaintiff purchased the Account from the Original Creditor, its successor in interest, or assignee and Plaintiff is the current creditor of the Account.

7. All credits and payments have been properly applied, Defendant is not entitled to any additional credits or offsets on the account of any kind, and the balance as set forth herein is currently due and owing.

8. Based upon the business records and information previously referenced, Plaintiff is the current owner of this Account and the principle amount now due to Plaintiff on this Account from TOBY HOFFMAN, JR, over and above all set-offs, counterclaims, payments and credits, is \$99,972.21, plus interest calculated at the legal rate of 8.75% per annum thereon from 7/8/2010.

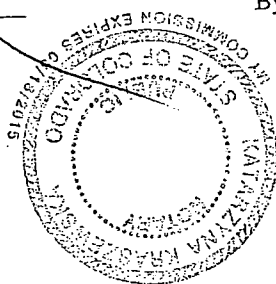
Sworn to before me on OCT 18 2011

CACH, LLC

[Signature]
Notary Public for Colorado

By: [Signature]

Its Authorized Agent



00205

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appeal from Richland County
In the Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

Case No. 2011-CP-40-2389
Court of Appeals No. 2012-213531

CACH, L.L.C.....Respondent,

v.

Toby Hoffman, Jr., a/k/a
Carl W. Hoffman, Jr.....Appellant,

BRIEF OF APPELLANT

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STATEMENT OF THE ISSUES ON APPEAL

- I. DID CACH L.L.C. PROVE THAT IT HAD A
VALID ASSIGNMENT FROM THE CREDITOR IN
ORDER TO PURSUE CLAIMS AGAINST MR. HOFFMAN?
- II. WAS THE EVIDENCE INTRODUCED BY CACH L.L.C.
TO PROVE ITS CASE INADMISSABLE HEARSAY?
- III. BECAUSE CACH FAILED TO DISCLOSE ITS PRINCIPAL
WITNESS THROUGH DISCOVERY SHOULD HIS
TESTIMONY HAVE BEEN EXCLUDED?

STATEMENT OF THE CASE

On April 12, 2011, CACH, L.L.C., filed an action against Toby Hoffman, Jr. alleging it was the assignee of two debts owed to Bank of America, and seeking judgment against him for the debt. Mr. Hoffman timely served an answer denying the allegations of the complaint. The action was tried before the Hon. G. Thomas Cooper, Jr. in the Court of Common Pleas for Richland County on October 9, 2012 and judgment was rendered against Mr. Hoffman in the total amount of \$134,600.15, in an order filed October 17, 2012. Mr. Hoffman served notice of appeal on November 17, 2012.

ARGUMENTS

I. CACH L.L.C. DID NOT PROVE THAT IT HAD A VALID ASSIGNMENT FROM THE CREDITOR IN ORDER TO PURSUE CLAIMS AGAINST MR. HOFFMAN.

CACH, L.L.C. is a grand-scale national buyer of debt.¹ In this case, it asserts that it has two accounts for which it purchased the rights to sue through assignments made by the original creditor.

The original creditor, however, was the Bank of America. [ROA p. 69; p. 106] The assignor of the two accounts was FIA Card Services. [ROA p. 60; p. 97] At trial, CACH introduce evidence of a filing with the U.S. Securities and Exchange Commission – Form 8-K- to show that FIA Card Services was a wholly-owned subsidiary of Bank of America Corporation. [ROA p. 190; ROA pp. 15-17]

Mr. Hoffman introduced two other filings with the Securities and Exchange Commission, Form 10-Q's, which were filed with the commission, one of them for the period ending June 30, 2010, about the time the assignment was made. The 10-Q's filed

¹ For a discussion of this industry and especially its effect on consumers in small claims courts, see generally, Peter A. Holland, *The One Hundred Billion Dollar Problem in Small Claims Court: Robo-Signing and Lack of Proof in Debt Buyer Cases*, 6 J.Bus. & Tech. L. 259 (2011)

by Bank of America Corporation plainly state that the corporation operates its banking activities through two separately chartered banks, Bank of America National Association (or Bank of American N.A.) and FIA Card Services, N.A. [ROA PP. 194-196; ROA. p. 54] *See also*, Scott and Arias, "Banking Profitability Determinants," 4 Business Intelligence Journal 209 at 217 (2011).

In order for CACH to sue Mr. Hoffman on the debts, it must first show proof of a valid assignment, essential to its claims against him. *Professional Bankers Corporation v. Floyd*, 285 S.C. 607, 331 S.E.2d 362 (Ct.App.1985). Without such proof, CACH has no claims against Mr. Hoffman. *See, e.g. S.C.D.S.S. v. Deglman*, 288 S.C. 149, 341 S.E.2d 638 (Ct.App. 1986), where the department failed to produce proof of an assignment of a putative obligee's right to obtain child support. *Rev'd.*, in *S.C.D.S.S. v. Deglman*, 290 S.C. 542, 351 S.E.2d 864 (1986) on procedural grounds.

Where there are multiple entities which have purported to assign a right of action, there must be proof of the validity of the assignment whenever the rights to collect the debt is transferred. *CACH, L.L.C v. Askew*, 358 S.W.3d 58 (Mo. 2012) at 62. "In other words, every link in the chain between the party to which the debt was originally owed and the party trying to collect the debt must be proven by competent evidence in order to demonstrate standing." *Id* (citation omitted). *See also, Wirth v. CACH, L.L.C.*, 300 Ga.App. 488, 685 S.E.2d 433 (2009).

Bank of America has two separately chartered banks, one which apparently issues the credit comprising the debt allegedly owed by Mr. Hoffman, and the other which apparently services the loan. As such, they are different and distinct entities, requiring proof of an assignment from Bank of America to FIA Card Services. That assignment has not been proven.

Other trial courts have engaged in a similar analysis. For example, in *CACH L.L.C. v. Fatima*, 2011 N.Y. Slip Op. 51510 (New York District Court for Nassau County), the trial court likewise noted that there was no explanation by the plaintiff as to how FIA Card Services as a “wholly owned subsidiary” of Bank of America acquired the right to convey a cause of action to CACH. While not binding precedent, that case is squarely analogous to the facts here and provides a useful example of how any such assignments of debt should be scrutinized.

CACH has not established a proper chain of assignment of a right to collect these debts against Mr. Hoffman and has not proven this essential element of its claims against him.

II. THE EVIDENCE INTRODUCED BY CACH L.L.C. TO PROVE ITS CASE WAS INADMISSABLE HEARSAY.

The sole witness testifying for CACH L.L.C. was one “Magic West,” who was not an employee of CACH, but rather an employee of its parent company, Square Two.²

In his testimony, he referenced affidavits of the sale of the accounts from Bank of America and their balances, introduced in evidence over objection. [ROA p. 68; p. 97] Mr. West also introduced credit card statements said to be the records of the two accounts CACH acquired from the bank.

These records were introduced under the business record exception to the rule against hearsay, at rule 803(6) of the S.C. Rules of Evidence. That rule admits in evidence business records or data compilations “made at or near the time” of their making “if kept in the course of a regularly conducted business activity” by “a person

² According to Mr. West, CACH has no employees. [ROA. p. 20. l. 14-15.]

with knowledge” of their making. *Id.* Moreover, any such records may only be introduced by the custodian of the records, “or other qualified witness.”

First, the affidavits relied upon by Mr. West and introduced as evidence were clearly inadmissible hearsay. *Lee v. Gulf Insurance Company*, 248 S.C. 296, 149 S.E.2d 639 (1966). Furthermore, the affidavits were clearly prepared in anticipation of this litigation; hence they are self-serving and inadmissible for that reason. *Woodward v. South Carolina Farm Bureau Insurance Co.*, 277 S.C. 29, 282 S.E.2d 599 (1981) holding that the admission of a letter from a treating physician was reversible error due to the self-serving statements contained in it. *See also, LVNV Funding L.L.C. v. Mastaw*, 2012 WL 1534785 (Tenn. App. Apr. 30, 2012, “Documents prepared specifically for the subject litigation are ‘properly excluded because of motivational concerns arising from the fact that they were generated for litigation purposes,’ as opposed to records generated for business purposes.” *Id.* at ___, citing 2 Broun, *McCormick on Evidence* Section 288 (6th Ed.1999).

Moreover, while Mr. West testified that he was generally familiar with all banking records from institutions around the country, he conceded that he was not an employee of the Bank of America nor responsible for overseeing the generation of the records from the Bank of America. [ROA pp. 41-43] He testified that his company – CACH or Square Two – only became the custodians once those records were sent to it, ostensibly by the same affidavits he was relying upon. [ROA p. 42, l. 19-25.] Indeed, he testified that the original records custodian was “a computer,” somewhere in Bank of America. [ROA p. 43, l. 5-6.]

Mr. West is neither the custodian nor a “qualified witness” under the rule and its rationale. He could not testify about the mode of preparing the records. *State v.*

McFarlane, 279 S.C. 327, 306 S.E.2d 611 (1983). Merely because he has possession of the records does not qualify him as a custodian nor a person who can attest to their preparation. *Connelly v. Wometco Enterprises, Inc.*, 314 S.C. 188, 442 S.E.2d 204 (Ct.App.1994).

Other courts have ruled this type of evidence in an action to collect a debt on assignment is inadmissible. See, *LVNV Funding L.L.C. v. Mastaw*, *supra*, at _____. See also, *Ortega v. CACH L.L.C.*, 396 S.W.3d 622 (Tex. Ct.App.).

The testimony of Mr. West, and the record evidence he introduced, were inadmissible hearsay under Rule 803(6) of the South Carolina Rules of Evidence.

III. CACH FAILED TO DISCLOSE ITS PRINCIPAL
WITNESS THROUGH DISCOVERY AND HIS
TESTIMONY SHOULD HAVE BEEN EXCLUDED.

Mr. Hoffman, through his counsel, sent interrogatories to CACH, L.L.C. asking, among other inquiries, for its witnesses. In response, CACH named two, Mr. Peter Huber and Mr. Tom Vigil.³ The response also averred that the individuals "and any other authorized agent of the plaintiff" would testify in accordance with affidavits furnished the defendant. [ROA p. 202; p. 205]

At trial appears Mr. Magic West, as an employee of Square Two.

No supplement to the interrogatories identified him or his company. Accordingly, the defense objected on grounds of surprise and unfair prejudice. [ROA p. 19; p. 22]

The decision to exclude a witness as a sanction for failure to name the witness is discovery is within the trial court's discretion. *Bensch v. Davidson*, 354 S.C. 173, 560 S.E.2d 128 (2003). In making such a decision, the trial court should consider the type of

³ This witness was incorrectly named as Mr. "McNeil" in the transcript of the proceedings. [ROA p. 19, l. 14-20.]

witness presented, the content of the evidence, the explanation for failure to name the witness, the importance of the testimony and the degree of surprise to the other party.

Id.

CACH gave no explanation for why this witness was never identified. Clearly this was the principal and only witness for CACH, and indeed, he did not work for CACH. Moreover, to the extent Mr. West's testimony was that of an expert, as he contended he was in all matters of banking records and credit collection, CACH had a special obligation to name him, and its failure to do so should have been especially scrutinized. *Cf., Jenkins v. Few*, 391 S.C. 209, 705 S.E.2d 457 (Ct.App. 2010), where a so-called fact witness was identified in answers to interrogatories and was later proffered as an expert at trial.

Mr. Hoffman's counsel explained that he had prepared a cross-examination using the identified witness's affidavit, Mr. Vigil. The calling of Mr. West as the principal witness for CACH, with no prior disclosure of a summary of his testimony "sufficient to inform" Mr. Hoffman's counsel of the important facts known to him, especially as an expert, nor his business relationship with CACH constituted surprise and prejudice to Mr. Hoffman's counsel, requiring his exclusion. *See* Rule 33(b)(7), South Carolina Rules of Civil Procedure.⁴

⁴ The trial court pointed out that counsel had submitted *CACH, L.L.C v. Askew, supra*, which described the relationship between Square Two and CACH, L.L.C. [ROA p. 52.] Counsel should not have to guess, however, at the witnesses who will be called to testify for whom counsel will have to prepare in defense.

CONCLUSION

CACH, L.L.C. did not meet its burden of proof in presenting its claims for debt against Mr. Hoffman. It failed to prove a valid assignment, and the evidence relied upon to prove its claims was not competent, nor provided through its principal witness adequately identified in discovery, to the detriment of Mr. Hoffman. The judgment should be reversed.

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By: _____

JOHN D. ELLIOTT

February 18th, 2014

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appeal from Richland County
In the Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

Case No. 2011-CP-40-2389
Court of Appeals No. 2012-213531

CACH, L.L.C.....Respondent,

v.

Toby Hoffman, Jr., a/k/a
Carl W. Hoffman, Jr.....Appellant.

FINAL BRIEF OF RESPONDENT

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Attorney for Respondent

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STATEMENT OF ISSUES ON APPEAL

- I. DID CACH, LLC PROVE THAT IT HAD A VALID ASSIGNMENT FROM THE CREDITOR IN ORDER TO PURSUE CLAIMS AGAINST MR. HOFFMAN?
- II. WAS THE EVIDENCE INTRODUCED BY CACH, LLC INADMISSIBLE HEARSAY?
- III. SHOULD THE TESTIMONY OF CACH'S WITNESS BE EXCLUDED FOR ALLEGED FAILURE TO DISCLOSE THE NAME OF THE PRINCIPAL WITNESS IN DISCOVERY?

STATEMENT OF THE CASE

On April 12, 2011, CACH, LLC (Respondent) filed a Complaint against Toby Hoffman, Jr. (Appellant). The Complaint alleged that Respondent was the assignee of two debts previously owed to Bank of America, and Respondent was seeking a judgment against Appellant for the debts.

Appellant filed an Answer denying most of the allegations, but admitting that he had credit accounts with Bank of America Corporation. Appellant also admitted in response to Requests for Admission to having credit accounts with Bank of America and confirming the account numbers; he admitted to using the cards and making payment on the cards; and he admitted to receiving monthly statements from Bank of America and never raising any disputes. Appellant also admitted to having an outstanding balance on both accounts, although he denied the amount claimed by Respondent.

The case was scheduled for a bench trial in front of the Honorable G. Thomas Cooper, Jr. in the Court of Common Pleas for Richland County on October 9, 2012. Judge Cooper rendered judgment against Appellant in the amount of \$134,600.15 by way of an Order filed October 17, 2012. Appellant now appeals this Order.

STATEMENT OF THE FACTS

Bank of America Corporation is a financial holding company that operates its banking activities primarily under two (2) separate charters, FIA Card Services, N.A. ("FIA") and Bank of America, N.A. [Tr. 17, 190, 196]. Both charters use the brand name of "Bank of America" when doing business. Respondent is a subsidiary of Square Two Financial out of Denver, Colorado, and it is in the business of buying debt (delinquent accounts) from financial institutions (Tr. 19).

Appellant opened a credit card account with FIA¹ on February 1, 2008. Appellant defaulted on that account, leaving an outstanding balance of \$12,266.15. FIA then sold the account to Respondent on June 17, 2010 (Tr. 23-26, 60, 68). Appellant opened another account with FIA on August 1, 2008. That account also became delinquent and was charged-off with an outstanding balance of \$99,972.21. FIA also sold that account to Respondent on June 17, 2010 (30-32, 97, 105). Magic West, who testified for Respondent, testified that Respondent owned both of these accounts (Tr. 30, 36).

When Respondent purchases delinquent accounts from financial institutions, it receives these accounts in portfolios which contain large batches of accounts (Tr. 23, 24, 47, 48). These portfolios contain all of the relevant information about the accounts that are being sold (Tr. 24). In the normal course of business, Respondent obtains Affidavits of Sale from the selling bank to certify the information and the amount of the debt (Tr. 24). The company will also obtain other supporting documentation from the financial institution in the course of its business, to include account statements (Tr. 25, 33-35). These documents provide a double check to make certain that the information obtained on the loan schedule is accurate (Tr. 25, 26, 27-29).

¹ FIA Card Services, N.A. is the entity that issues Bank of America credit cards.

STANDARD OF REVIEW

The issues raised by Appellant in this case primarily relate to the admissibility of evidence. It is well established that the admission of evidence is within the sound discretion of the trial court and will not be reversed absent an abuse of discretion. State v. Gaster, 349 S.C. 545, 557, 564 S.E.2d 87, 93 (2002). An abuse of discretion occurs when the trial court's ruling is based on an error of law or, when grounded in factual conclusions, is without evidentiary support. Clark v. Cantrell, 339 S.C. 369, 389, 529 S.E.2d 528, 539 (2000).

Appellant also takes issue with the ability of Magic West, who was the only witness to testify, to authenticate the evidence submitted to the Court, particularly under the business records exception to the rule against hearsay. As is shown by the Record and arguments below, it is respectfully submitted that the trial Court did not abuse its discretion in allowing Mr. West to serve as the records custodian or other qualified witness. It is also respectfully submitted that the Court properly found the records to fall under the business record exception, and this evidence was properly considered by the Court.

ARGUMENTS

I. CACH, LLC PROVED THAT IT HAD VALID ASSIGNMENTS FROM THE CREDITOR AND THAT IT THEREFORE HAD STANDING TO PURSUE CLAIMS AGAINST MR. HOFFMAN

Bank of America Corporation is a bank holding company that operates its banking activities through two separately chartered banks: (i) Bank of America National Association (Bank of America, N.A.); and (ii) FIA Card Services, N.A. (“FIA”) [reference is made to Forms 8-K and 10-Q submitted to the Court at trial]. Bank of America Corporation and its subsidiaries all conduct business under the branded name of “Bank of America.”

In his brief, Appellant makes a number of erroneous assumptions. It is apparent that Appellant assumes that a reference to “Bank of America” is automatically a reference to “Bank of America, N.A.,” which is incorrect. Appellant describes “Bank of America” as having two separately chartered banks, “one which apparently issues the credit comprising the debt allegedly owed by Mr. Hoffman, and the other which apparently services the loan.” This statement is incorrect, and there is no evidence in the Record to support this assertion. Further, and contrary to Appellant’s assertions, it is clear from the face of the bank statements that the accounts were “issued and administered by FIA Card Services, N.A.” (Tr. 69, 106). Appellant admitted in response to Requests for Admission that he received those statements (Requests to Admit), so he clearly had actual notice of this fact.

The original creditor relative to the accounts at issue is FIA. The record clearly establishes that FIA sold the accounts to Respondent. This is supported by the testimony of Magic West. (Tr. 20, 21, 23-26, 30-32, 36). This is also supported by numerous documents submitted to the Court, two of which were admitted without objection (Tr. 24, 32, 60, 68, 97,

105). Appellant's argument that "Bank of America" was the original creditor, rather than FIA has no basis in the record. The evidence shows these accounts were owned by FIA and that FIA properly sold the accounts to Respondent. Appellant had no objection to the bills of sale or assignments. (Tr. 24, 32)

Respondent clearly met its burden of showing that there was a valid assignment. FIA is a subsidiary of Bank of America Corporation, and it was doing business as "Bank of America" when the two accounts were created and later sold to Respondent. FIA executed a bill of sale to Respondent (Tr. 60, 97), and the exhibits to that bill of sale show that Appellant's accounts were among the accounts sold to Respondent. That bill of sale is the best evidence of the sale and transfer of the accounts.

II. THE EVIDENCE INTRODUCED BY RESPONDENT CACH, LLC WAS PROPERLY ADMITTED INTO EVIDENCE AND WAS PROPERLY CONSIDERED BY THE COURT

Appellant makes numerous objections to the evidence presented by Respondent. He contends the Court was in error in allowing documents into evidence under the business records exception to the rule against hearsay. He also contends that Mr. West does not qualify as a records custodian or other qualified witness. It is respectfully submitted that these arguments are without merit and that the Court properly considered the evidence submitted.

A. Appellant's Failure to Appear Creates Inference that his Testimony would be Unfavorable

This case is an action to collect on a debt owned by Appellant. The sole trial witness was Magic West, who is an employee of Square Two Financial, which is the parent company of Respondent. Mr. West is an authorized agent of CACH, LLC, and he testified in that capacity. Appellant did not present any witnesses. In fact, Mr. Hoffman failed to appear for the trial

(Tr.17, 18).

In response to Requests for Admission, Appellant admitted having credit accounts with Bank of America Corporation; he admitted to using the cards and making payment on the cards; and he admitted to receiving monthly statements from Bank of America and never raising any disputes. Appellant admitted to having an outstanding balance on both accounts, although he denied the amounts claimed by Respondent. Appellant admitted the authenticity of the monthly account statements given to the Court, although he did not admit to the contents (Requests to Admit). These admissions support most of the elements of Respondent's case, as they establish: (1) the existence of the accounts; (2) Appellant's obligation on the accounts; (3) the authenticity of the account statements; (4) Appellant's default; and (5) the lack of contest as to the charges.

Such evidence is sufficient to support an award in favor of Respondent. See, e.g. Am. Express Travel Related Servs. v. Silverman, 2006-Ohio-6374, P10 (Ohio Ct. App., Franklin County Dec. 5, 2006).

Given the nature of the lawsuit Appellant was probably in the best position to explain the debt created on his accounts and to challenge any amounts that he felt were not owed, assuming a valid challenge existed. His decision not to testify (or even be present for the trial) without any explanation, raises an inference that his testimony would have been unfavorable to his position.

Crocker v. Weathers, 240 S.C. 412, 423, 126 S.E.2d 335, 340 (1962)

B. Magic West as the Records Custodian or other Qualified Witness

Mr. West testified at length about the process of purchasing delinquent accounts from financial institutions (Tr. 23-29, 33-35, 47-48). He explained Respondent's operations; he

testified that he was authorized to speak on the company's behalf, which he had done hundreds of times before; and he testified that he had personal knowledge of the accounts at issue and was familiar with all of the business records (Tr. 20-24). Mr. West also testified that he had been trained by Bank of America, Chase Manhattan, H.S.B.C. and G.E. Money Bank regarding their policies and procedures for record keeping (Tr. 21-22). Thus, the record shows that he established his credentials and knowledge as a person qualified to attest to business records.

A witness does not even have to be the custodian of documents offered into evidence to establish Rule 803(6)'s foundational requirements. United States v. Ray, 930 F.2d 1368, 1370 (9th Cir. 1991); see also Bergen v. F/V St. Patrick, 816 F.2d 1345, 1353 (9th Cir. 1987), mod. on other grounds, 866 F.2d 318 (9th Cir.), cert. denied, 493 U.S. 871 (1989). "The phrase 'other qualified witness' is broadly interpreted to require only that the witness understand the record-keeping system." Ray, 930 F.2d at 1370.

Appellant challenges the ability of Mr. West to serve as a custodian of the business records, citing Connelly v. Wometco Enterprises, Inc., 314 S.C. 188, 442 S.E.2d 204 (Ct. App. 1994) and State v. McFarlane, 279 S.C. 327, 306 S.E.2d 611 (1983). These cases are clearly distinguishable from the case at bar. Mr. West testified that he was an authorized representative to speak on behalf of Respondent (Tr. 20); he was familiar with and had received training from the original creditor as to the records being submitted as evidence (Tr. 20, 21); he has testified about business records on behalf of Respondent hundreds of times (Tr. 21); he has been trained by Bank of America and other banks regarding their policies and procedures in keeping records (Tr. 21-22); and he was familiar with the purchase of the records from FIA and how these records were generated (Tr. 23).

South Carolina's rules of civil procedure and evidence are patterned after the federal rules. Rule 803(6), SCRE [Business Record Exception] requires certain information to be presented by the "custodian or other qualified witness." In deciding whether a person meets the standard of a "qualified witness," the Fourth Circuit has held that the term should be interpreted broadly, and the individual only needs to be one who understands the system used to record and maintain the information or someone with knowledge of the procedure governing the creation and maintenance of the type of record being admitted into evidence. U.S. v. Sofidiya, 165 F.3d 22 (4th Cir. 1998). The "qualified witness" is not required to have personally participated in or observed the creation of the document, nor is the person required to have known who actually recorded the information. Id.

Federal courts have recognized that a qualified witness is one who can explain the system of record keeping and vouch that the requirements of Rule 803(6) are met; the witness need not have personal knowledge of the record keeping practice or the circumstances under which the objected to records were kept. United States v. Box, 50 F.3d 345, 356 (5th Cir. 1995), (citing United States v. Iredia, 866 F.2d 114, 119-20 (5th Cir.), cert. denied, 492 U.S. 921, 109 S. Ct. 3250, 106 L. Ed. 2d 596 (1989)). See, also, Baker v. Wagers, 472 N.E.2d 218 (Ind. App. 1984), stating:

While the most commonly encountered witness today may be a person in authority of the record-keeping department of the business, he or she is not the only witness who can provide the necessary foundation for admission of a business record. This foundation can be established by anyone who possesses, with respect to the particular document in question . . . This could be the entrant, the entrant's supervisor, co-workers, a records custodian or any other such person. What we demand is not a witness with a formalistic title but one with a functional understanding of the record-keeping process of the business with respect to the specific entry, transaction or declaration contained in the document.

Mr. West was familiar with procedures of FIA; he was familiar with Bank of America's procedures; he received the training that gave rise to such familiarity directly from the bank; he was a custodian of the records from Respondent; and based on the manner in which the records were generated [discussed below], he should properly be considered a record custodian, or at least a qualified witness, for purposes of admitting business records into evidence. Furthermore, the monthly account statements were authenticated by Appellant through his responses to Requests for Admission, and Appellant is estopped from denying or challenging the effect of those admissions. Appellant also raised no objection to the admission of the Bills of Sale. Under the facts of the case at bar, the Court properly held that Mr. West's testimony was sufficient to admit the documents into evidence.

C. Creation and Possession of Business Records

Appellant takes issue with the documentary evidence introduced at trial, which were admitted under the business record exception to the rule against hearsay, Rule 803(6), SCRE. The documents introduced into evidence consisted of the following: (1) Bills of Sale / Assignment of Loans; (2) Affidavits of Sale / Certification of Debt; (3) Account Statements; and (4) Summaries of the two accounts at issue.

Respondent introduced two Bills of Sale showing the assignment of the accounts from FIA to Respondent, and there was no objection to allowing those exhibits into evidence (Tr. 23, 24, 32, 60, 97). These documents show two accounts in the name of Toby Hoffman, Jr. with Mr. Hoffman's identifying information. They show that the accounts were charged off, leaving balances of \$12,266.15 and \$99,972.21. Appellant offered no testimony and did not introduce any evidence to refute the testimony of Mr. West or the contents

of the Bills of Sale.

In the absence of an objection to the Bills of Sale and the exhibits thereto the objection to Mr. West's testimony is irrelevant. Those exhibits attest to the obligation owed by Appellant, and whether or not they are business records Appellant did not object to their admission.

The circumstances surrounding the creation of the two accounts, and all of the documents related to those accounts, do not make the application of business record exception improper. The credit card accounts were created by a computer. All activity on the accounts (when transactions are made) is done by computers that record the transactions at or near the time that they occur. All of this information is stored by the financial institution in the course of its regularly conducted business. The data being stored in the computer can be used to print monthly statements. The data can also be compiled, packaged, and sold to debt buyers such as Respondent (Tr. 19-21, 23-32).² Once these accounts have been sold by financial institutions, purchasers such as Respondent gather and keep records in the regular course of their business. At this juncture, the proper records custodian or qualified witness would be a person from Respondent.

Mr. West identified the records, stated his knowledge of the records and how they were created, and explained that these are records that are obtained and kept by Respondent in the

² Debt-buying serves a valuable, pro-consumer function (at least for the majority of consumers (who pay their bills):

Adopting the plaintiffs' interpretation of the Illinois Interest Act would push the debt buyers out of the debt collection market and force the original creditors to do their own debt collection. Borrowers would not benefit on average, because creditors, being deprived of the assignment option as a practical matter (the statutory rates being far below the market interest rates for delinquent borrowers), would face higher costs of collection and would pass much of the higher expense on to their customers in the form of even higher interest rates. Olvera v. Blitt & Gaines, P.C., 431 F.3d 285, 288 (7th Cir. 2005).

regular course of its business (Tr. 42-44). Under these circumstances, the Court did not commit error in allowing the records into evidence through the business records exception to the bar against hearsay.

D. Self-Serving Statements

Appellant cites Woodward v. South Carolina Farm Bureau Ins. Co., 277 S.C. 29, 282 S.E.2d 599 (1981) for the proposition that the affidavits submitted into evidence were self-serving and should therefore be held inadmissible. Respectfully, at a certain level all business records affidavits are self-serving. The information contained in the two Affidavits for Sale is available in the other records submitted to the Court. The purpose of the Affidavit is not to be self-serving. Instead the Affidavit serves as verification of the data previously provided to Respondent. As Mr. West testified, Respondent purchases large portfolios containing batches of delinquent accounts and receives a loan schedule with account-specific information. The Affidavit of Sale is intended to have a person from the financial institution review the data and confirm that Respondent has the correct information (Tr. 23-26). The Affidavits of Sale are regularly obtained by Respondent in its normal course of business. (Tr. 26, 27).

III. THE TESTIMONY OF RESPONDENT'S WITNESS SHOULD NOT BE EXCLUDED FOR ALLEGED FAILURE TO IDENTIFY THE WITNESS IN DISCOVERY.

Appellant contends that pursuant to Bensch v. Davidson, 354 S.C. 173, 560 S.E.2d 128 (2003), the testimony of Mr. West should have been excluded because Respondent failed to list Mr. West as a witness in response to interrogatories. Respondent acknowledges that Magic West was not identified as a witness in response to Appellant's Interrogatories. However, Respondent contends that Appellant's reliance on Bensch, which dealt with the exclusion of expert testimony, is misplaced. It is respectfully submitted that the trial court did not

abuse its discretion in refusing to exclude the testimony of Mr. West.

The purpose of discovery before trial is to avoid surprise and to promote decisions on the merits after a full and fair hearing. Reed v. Clark, 277 S.C. 310, 286 S.E.2d 384 (1982). If the Court finds that there has been a violation of the Rules, it lies within the discretion of the trial court to decide what sanction, if any, should be imposed. Jackson v. H & S Oil Co., Inc., 263 S.C. 407, 211 S.E.2d 223 (1975). The sanction of excluding a witness should never be lightly invoked. Kirkland v. Peoples Gas Co., 269 S.C. 431, 237 S.E.2d 772 (1977). Before excluding the testimony of a witness, the trial court should ascertain the type of witness involved, the content of the evidence, the explanation for the failure to name the witness in response to the interrogatory, the importance of the witness' testimony, and the degree of surprise to the other party. Laney v. Hefley, 262 S.C. 54, 202 S.E.2d 12 (1974).

When Respondent responded to discovery, Respondent listed as witnesses Peter Huber and Tom Vigil, both out of Denver, Colorado. Respondent also added that "any other authorized agent of the Plaintiff would testify in accordance with the affidavits attached to the Complaint and Motion for Summary Judgment." (Respondent's Interrogatory Responses). At the time that this response was made, the names given were the only ones known by counsel (Tr. 19).

The discovery response made by Respondent put Appellant on notice that other authorized persons may be called to testify on behalf of Respondent, and that their testimony would be consistent with the Affidavits previously submitted. Respondent files collection actions all over the country, and it has numerous records custodians. Because of scheduling, it is often not known until the last minute who will be coming to testify on behalf of the company.

Appellant has not presented any argument that the testimony of Mr. West was inconsistent with the Affidavits provided. Appellant took no depositions in this case, and Appellant has failed to show that he was unfairly prejudiced by the appearance of this witness rather than another authorized agent of Respondent.

During the trial, counsel for Appellant argued surprise in two ways: (1) counsel did not know who Mr. West was; and (2) counsel was surprised to learn of the existence of Square Two Financial and its status as the parent company of Respondent. (Tr. 22). However, the trial court even called into question whether there was any surprise, as counsel for Appellant had handed up a Supreme Court opinion from Missouri that specifically discussed the relationship between Square Two Financial and Respondent (Tr. 51-52).

In his brief, Appellant makes the assertion that Mr. West was an “expert” and therefore there was a greater reason to exclude his testimony. However, the transcript reflects that at no time did Respondent ask the Court to find Mr. West to be an expert, and at no time was Mr. West called on to render opinions as an expert. His testimony was based solely on his personal knowledge of the business operations and the records submitted to the Court.

Mr. West merely served as an authorized agent to testify on behalf of Respondent. More specifically, he served as a records custodian. As explained by Mr. West, Respondent does not have any employees. (Tr. 20). It is a wholly owned subsidiary of Square Two Financial. (Tr. 20). In Mr. West’s capacity as a records custodian, he had to be familiar with the records being submitted into evidence, and he had to have knowledge about how these records were created.

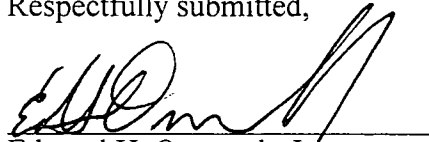
Considering the nature of the case (debt collection), Mr. West did not present any evidence that served as an unfair surprise to Appellant. Appellant knew of the existence of the records being submitted to the Court, so there was no prejudice. Furthermore, there is no reason to believe that any of the other listed witnesses would have testified to anything different from Mr. West.

Under the circumstances, it is respectfully submitted that the Court did not abuse its discretion in refusing to exclude the testimony of Mr. West.

CONCLUSION

The Record shows that Respondent was properly assigned the accounts from FIA. As the owner of the accounts, Respondent filed suit against Appellant to collect on the debt. All of the necessary evidence was presented to the Court through a competent witness in compliance with the Rules of Evidence, and Respondent met its burden of proof. Appellant did not appear at trial. Additionally, his counsel presented no witnesses and offered no evidence to refute Respondent's claim. It is respectfully submitted that the trial court did not abuse its discretion in its rulings, and the judgment should be affirmed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "E. Overcash, Jr.", written over a horizontal line.

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STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appeal from Richland County
In the Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

Case No. 2011-CP-40-2389
Court of Appeals No. 2012-213531

CACH, L.L.C.....Respondent,

v.

Toby Hoffman, Jr., a/k/a
Carl W. Hoffman, Jr.....Appellant.

REPLY BRIEF OF APPELLANT

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**CACH L.L.C. DID NOT CARRY ITS BURDEN
OF PROOF WITH COMPETENT TESTIMONY
AND EVIDENCE**

In this action to collect a debt, albeit one which was allegedly assigned to the respondent, CACH, Inc. had the burden of proof to establish the debt. See, *Demas v. Convention Motor Inns*, 268 S.C. 186, 193, 232 S.E.2d 724, 727 (1977), citing *Baker v. Mutual Loan and Investment Co.*, 218 S.C. 47, 61 S.E.2d 387 (1950), “[t]he burden of proof is upon the party who by the pleadings has the affirmative on the issue.” *Id.*, at 218 S.C. 53, 61 S.E.2d 389.

CACH relied exclusively on the testimony of Magic West, an employee of its parent company, to validate the business records of Bank of America to prove, first, the validity of its assignment to his employer, and second, the credit records of the Bank of America to prove the debt.

Under the business records exception to the hearsay rule, at Rule 803(6) of the S.C. Rules of Evidence, and the Uniform Business Records as Evidence Act at S.C. Code Ann. Section 19-5-510 (2012 Supp.), admissibility requires competent evidence by a qualified witness as to the method of preparation of the documents, made in the “ordinary course of business,” “at or near the time” of the events recorded. See, *South Carolina National Bank v. Jones*, 302 S.C. 154, 155, 394 S.E.2d 323,324 (1990).

The mere act of receiving and holding documents, however, does not convert those documents into the business records of the holder. See, e.g., *Asset Acceptance v. Lodge*, 325 S.W.2d 525 (Mo.App.2010), ruling that the assignee debt-buyer’s legal director, despite his “expertise” regarding the assimilation of records in the credit industry, was not qualified to establish either the debt or his company’s rights to it.

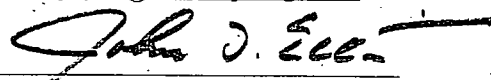
CACH, Inc. simply did not have sufficient, competent evidence to prove its claim against Mr. Hoffman.

Moreover, while CACH argues that his absence from the trial of the case is proof of his debt, this does not absolve CACH from carrying its burden of proof, even by a preponderance. *See, Gadson ex rel. Gadson v. ECO Services*, 374 S.C. 171, 178, 648 S.E.2d 585, 589 (2007), holding that a plaintiff bears the burden of proof and cannot rely on the absence of a party-witness to "fill the void of evidence."

CONCLUSION

CACH, Inc. had the burden of establishing its claims against Mr. Hoffman with a preponderance of competent evidence and testimony. It did not do so. The judgment of the circuit court should be reversed.

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By: 

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February 18th, 2014