



KeyBank
P.O. Box 22114
Albany, NY 12201-2114

Business Banking Statement
November 30, 2011
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QUANTUM DEFAULT SERVICES LLC
1776 PARK AVE STE 242
PARK CITY UT 84060-5148

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)

Enroll in Online Banking today at Key.com.

Access your available accounts, transfer funds and view your transactions right from your PC.

KeyNotes

Important Information about Check Image Statements

If you are receiving statements displaying digital images of the front and back of each check, please note the following important information.

Statements will be limited to ten thousand digital check images. Accounts with more than ten thousand checks per statement period will not receive check images with the account statement.

If you should require a copy of a specific check image, all the digital check images or to discuss other delivery channels for check images please feel free to contact us at the phone number provided on this statement. Check images are retained on our secure system for the period specified by law.

Please read and retain this information with all of your KeyBank Account Opening Agreements and Disclosures.

NEW - Your Tax Forms can be made available, electronically, within Online Banking. You can begin enrolling today to access your 2010 tax forms.

Benefits to enrolling:

- * Access to tax information as soon as it becomes available...no need to wait for mail*
- * Keep all your financial documents, such as Online Statements and Tax Forms, in one place*
- * Protects your Identity by keeping your personal information secure*
- * Environmentally friendly by going green*

Just login to Online Banking, click on the "Statements & Documents" tab, and click on the "Maintenance" link. There, you can enroll by clicking the red "Enroll" button under Tax Forms or call 1-800-539-1539 if you have questions or need help.



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KeyNotes (con't)

Starting now, you can view statements online that you accumulate for the next 7 years - at no charge. Once you hit the 7-year mark, a new statement will be added each month and the oldest statement will no longer be accessible. With this new feature, you can:

- * View up to 7 years of your statements online whenever you like - at no charge*
- * Go green and help control the planet's future by reducing paper*
- * Avoid paper statement fees (if applicable) by signing up for Online Statements*
- * Access your account statement any time from any computer*
- * Receive e-mail notifications that let you know your statement is available*

To enroll in Online Statements:

- * Sign on to Online Banking*
- * Select the Enroll button on the "Statements & Documents" tab*



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KeyNotes (con't)

Important information about the KeyBank Rewards Program and changes to the KeyBank Rewards Program Terms and Conditions

Because we value your relationship with us and we want to make sure you get the most out of your banking experience, we have introduced an even better Rewards Program.

The KeyBank Rewards program has been enhanced and the KeyBank Rewards Program Terms and Conditions have been updated and revised. At the end of this statement are the revised KeyBank Rewards Program Terms and Conditions that replace any version you may have received prior to September 17, 2011. You are receiving this information and revised Terms and Conditions because you are in a Checking Account eligible to be enrolled in the KeyBank Relationship Rewards Program and may be currently enrolled or you may decide to enroll in the future. The September 17, 2011 version of the Rewards Program Terms and Conditions included at the end of this statement is the most recent version and reflects all current revisions and updates. The significant revisions to the KeyBank Rewards Program Terms and Conditions made since prior versions are as set forth below. Please review the attached KeyBank Rewards Program Terms and Conditions carefully and keep it with your important account records.

In the second paragraph of the third Amendment, the second sentence has been replaced and two new sentences have been added as follows: "Accounts that are not eligible as Checking Accounts include checking accounts opened as agency accounts, custodial accounts, estate accounts, and guardianship accounts. If you are the Primary Signer, Signer (defined below), sole owner, co-owner, power of attorney, authorized minor user or trustee on a checking account, you can enroll in the Relationship Rewards Program. For Checking Accounts opened in the name of a Business or in the name of a trust, the Business or trust cannot earn Rewards Points for debit card transactions or Relationship Rewards Points (defined below) but the Signers on these accounts could earn such points."

In the first paragraph of the fifth Amendment, the following sentence has been deleted from this paragraph: "Points can be earned only for opening or establishing one of each type of Relationship Product in a calendar year."

In the second paragraph of the fifth Amendment, SBA Express Line of Credit, Responsive Line of Credit, Key Business Equity Line, SBA loans, Key Business Online Premium Services, foreign exchange, Key Capture(R) and lockbox have been deleted from the list of eligible Business Relationship Products. Commercial loans has been replaced with commercial term loans. Immediately following Key Equipment loans or leases a parenthetical that reads "(excluding Competitive Equality Banking Act of 1987 (CEBA) Leases)" has been added. The following sentence has been added after the parenthetical. "Only products or services opened or established after your enrollment in the Relationship Rewards Program qualify for Relationship Rewards Points."

In section IV. General Program Details item number 5. (a) has been revised and replaced with the following: 5. "(a) terminate any Customer's or Signer's membership in the Program for any reason;"

If you have questions or need more information about the KeyBank Rewards Program, contact Client Services at the telephone number on this statement, visit your local branch, or contact your Relationship Manager.

Please read and retain this information and the enclosed KeyBank Rewards Program Terms and Conditions with all of your Account opening Agreements and Disclosures.

Key Business Reward Checking 442161005925
 QUANTUM DEFAULT SERVICES LLC

Beginning balance 10-31-11	\$52,000.00
11 Subtractions	-23,000.00
Ending balance 11-30-11	\$29,000.00



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Subtractions

<i>Withdrawals</i>	<i>Date</i>	<i>Serial #</i>	<i>Location</i>	
	11-4		Internet Trf To DDA 0000442161004993 4451	\$2,000.00
	11-7		Internet Trf To DDA 0000442161004993 4451	2,000.00
	11-8		Internet Trf To DDA 0000442161004993 4451	2,000.00
	11-9		Internet Trf To DDA 0000442161004993 4451	2,000.00
	11-14		Internet Trf To DDA 0000442161004993 4451	2,000.00
	11-14		Internet Trf To DDA 0000442161004993 4451	2,000.00
	11-15		Internet Trf To DDA 0000442161004993 4451	2,000.00
	11-16		Internet Trf To DDA 0000442161004993 4451	2,000.00
	11-18		Internet Trf To DDA 0000442161004993 4451	2,000.00
	11-22		Internet Trf To DDA 0000442161004993 4451	2,000.00
	11-23		Withdrawal Branch 0216 Utah	3,000.00
			Total subtractions	\$23,000.00



CUSTOMER ACCOUNT DISCLOSURES

The following disclosures apply only to accounts covered by the Federal Truth-in-Lending Act or the Federal Electronic Funds Transfer Act, as amended, or similar state laws.

IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:

Call us at the phone number indicated on the first page of this statement, OR write us at the address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

* KeyBank Customer Disputes NY-31-17-0128 17 Corporate Woods Blvd Albany, NY 12211

- Tell us your name and Account number; Describe the error or transfer that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10)business days.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10)business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

COMMON ELECTRONIC TRANSACTION DESCRIPTIONS:

- XFERTO SAV - Transfer to Savings Account
XFERFROM SAV - Transfer from Savings Account
XFERTO CKG - Transfer to Checking Account
XFERFROM CKG - Transfer from Checking Account
PMT TO CR CARD - Payment to Credit Card
ADV CR CARD - Advance from Credit Card

Preauthorized Credits: If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call us at the number indicated on the reverse side to find out whether or not the deposit has been made.

IMPORTANT LINE OF CREDIT INFORMATION

What To Do If You Think You Find A Mistake on Your Statement : If you think there is an error on your statement, write us at: KeyBank N.A., P.O Box 93885, Cleveland, OH 44101- 4825.

In your letter, give us the following information:

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

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
We can apply any unpaid amount against your credit limit.

Explanation of Finance Charge: Your Finance Charge attributable to interest (hereinafter referred to as interest) is computed using the Average Daily Balance method.

Average Daily Balance method (Balance Subject to Interest Rate): Your interest is computed on all purchases and cash advances (collectively "advances") from the date each advance is posted until we receive payment in full (there is no grace period). We figure the interest on your line of credit by multiplying the daily periodic rate by the "Average Daily Balance" of your line of credit (including current transactions) and multiplying by the number of days in the billing cycle. To get the Average Daily Balance we take the beginning balance of your line of credit each day, add any new advances or debits, and subtract any payments and credits, any non-financed fees and unpaid interest. This gives us the daily balance. Then we add up all of your daily balances in the billing cycle and divide this total by the number of days in the billing cycle to get your Average Daily Balance.

CREDIT INFORMATION: If you believe we have reported inaccurate information about your account to a credit reporting agency, you may contact the credit reporting agency or write to us at:

Key Credit Research Department P.O. Box 94518 Cleveland, Ohio 44101-4518

Please include your account number, a copy of your credit report reflecting the inaccurate information, name, address, city, state, and zip code, and an explanation of why you believe the information is inaccurate.

BALANCING YOUR ACCOUNT

Please examine your statement and paid check information upon receipt. Erasures, alterations or irregularities should be reported promptly in accordance with your account agreement. The suggested steps below will help you balance your account.

INSTRUCTIONS

- 1 Verify and check off in your check register each deposit, check or other transaction shown on this statement.
2 Enter into your check register and SUBTRACT: Checks or other deductions shown on our statement that you have not already entered. The "Service charges", if any, shown on your statement.
3 Enter into your check register and ADD: Deposits or other credits shown on your statement that you have not already entered. The "Interest earned" shown on your statement, if any.

4 List from your check register any checks or other deductions that are not shown on your statement.

Table with 2 columns: Check # or Date, Amount. Includes a TOTAL row at the bottom.

5 List any deposits from your check register that are not shown on your statement.

Table with 2 columns: Date, Amount. Includes a TOTAL row.

6 Enter ending balance shown on your statement.

7 Add 5 and 6 and enter total here.

8 Enter total from 4.

9 Subtract 8 from 7 and enter difference here. This amount should agree with your check register balance.



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KeyBank Rewards Program Terms and Conditions

Effective September 17, 2011

These terms and conditions (the "**Program Rules**") are provided by KeyBank National Association ("**KeyBank**") to govern the use of the KeyBank Rewards Program (the "**Program**"). Services provided by the KeyBank Rewards Program are additionally governed by any other separate agreement(s) Customer may have with KeyBank, and any amendments or changes made to these Program Rules.

By enrolling in the Program, Customer agrees to be bound by these Program Rules. From time to time we may change the Program Rules. When any change is made, we will post revisions at our website and/or we will notify you in writing, as applicable. It is your responsibility to review the Program Rules to be aware of any changes. Your continued participation or failure to terminate your participation in the Program will evidence your acceptance of the changes and your agreement to be bound by them.

"Customer," "you" or "your" shall mean the person, persons or entities in whose name the Rewards Account is carried on the books of KeyBank and shall include the masculine and feminine genders and the plural as well as the singular wherever the context so permits. "Us," "our" and "we" shall mean collectively KeyBank and all of its affiliates and subsidiaries. "Consumer" means an individual non-business Customer and a "Business" means a business Customer. Notices and other communications to a Business Customer will be made to the Business.

I. Earning and Redeeming Reward Points

You are automatically enrolled in the Program when you open either a KeyBank Rewards Debit MasterCard or a KeyBank Rewards World Debit MasterCard. Under the Program, you may earn and use points ("**Reward Point(s)**") to obtain a variety of rewards including merchandise, gift cards, travel rewards, and domestic U.S. air travel rewards as full payment for goods or services available through us. Further information on available Rewards is displayed at www.keybankrewards.com. You may earn Reward Points by (i) using a MasterCard debit card in the manner described below in Section II and Section III and (ii) by participation in Rewards Programs offered from time to time by us at our sole discretion with eligible financial services and products.

Amendment

Effective December 9, 2011, the first sentence in the paragraph above will be deleted. The new enrollment process is described in the fourth and fifth paragraphs below.

End of Amendment

There is an enhanced rewards program with additional ways to earn points. This enhanced program is known as the KeyBank Relationship Rewards Program ("Relationship Rewards Program"). The basic KeyBank Rewards Program is referred to in these Program Rules as the "Basic Rewards Program." Provisions in these Program Rules identified as regarding the Relationship Rewards Program will govern the Relationship Rewards Program and provisions identified as regarding the Basic Rewards Program will govern the Basic Rewards Program. Otherwise references to the "Program" shall include the Relationship Rewards Program and the Basic Rewards Program. The Program Rules will govern both the Relationship Rewards Program and the Basic Rewards Program, as may be amended from time to time.

If you are in the Basic Rewards Program and you wish to enroll in the Relationship Rewards Program, you may enroll subject to the terms of these Program Rules.

Amendment

Effective December 9, 2011, if you are enrolled in the Basic Rewards Program or the Relationship Rewards Program, your Rewards Account number will change, and the new number will be available on your statement and online.

End of Amendment

Amendment

Effective December 9, 2011, the following changes will be made to the Relationship Rewards Program: You can enroll in the Relationship Rewards Program and establish a Relationship Rewards Account ("Relationship Rewards Account") at the time you open an eligible Checking Account or by contacting KeyBank at any time after your Checking Account has been opened. It is not necessary to have a debit card associated with your Checking Account to enroll in the Relationship Rewards Program.

You must have signature authority on an eligible checking account at KeyBank ("Checking Account") to enroll the Checking Account in the Relationship Rewards Program. Accounts that are not eligible as Checking Accounts include checking accounts opened as agency accounts, custodial accounts, estate accounts, and guardianship accounts. If you are the Primary Signer, Signer (defined below), sole owner, co-owner, power of attorney, authorized minor user or trustee on a checking account, you can enroll in the Relationship Rewards Program. For Checking Accounts opened in the name of a Business or in the name of a trust, the Business or trust cannot earn Rewards Points for debit card transactions or Relationship Rewards Points (defined below) but the Signers on these accounts could earn such points. A person who is designated as a signer on a signature card for a Checking Account, or is designated on our records as a signer or obligor on a Relationship Product, is a "Signer." Each Signer on a Checking Account can enroll the Checking Account in Relationship Rewards and each Signer will receive a separate



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Rewards Account number associated with the Checking Account. When a Checking Account is enrolled, all Signers on the Account are enrolled in the Program. All Signers on a Checking Account will be able to view all transactions in the Checking Account. All Signers will be able to view and redeem all Rewards Points earned for the Checking Account, both for Bonus and Activity Points and Relationship Rewards Points. For example, if a Signer on a joint Checking Account opens a Relationship Product (defined below) in his or her own name only, Relationship Rewards Points would appear on the Rewards Account of the Checking Account and could be viewed and redeemed by any and all Signers on the Checking Account. Relationship Rewards Points for any Relationship Product opened by a Business or by any Signer on a Business Checking Account will be displayed on the Rewards Account of the Business and could be viewed and redeemed by any and all Signers on the Business Checking Account. KeyBank reserves the right, in its sole discretion, to change how Rewards Points are earned and allocated at any time.
End of Amendment

When you enroll in the Relationship Rewards Program, you may earn 200 Rewards Points each month for the first three consecutive months after enrollment by making three signature debit purchases with your debit card per month for a possible total of 600 points.

If you are enrolled in the Relationship Rewards Program, in addition to earning points by use of your debit card, you may earn Rewards Points when you perform certain activities associated with your Checking Account and upon the occurrence of certain events ("Activity and Bonus Events"). These Rewards Points will be known as "Activity and Bonus Points." Activity and Bonus Events include, without limitation: automated clearing house ("ACH") credits and debits to your Checking Account, online banking transfers associated with personal financial management software, recurring account to account transfers, online bill payments, writing checks, and ATM deposits. Transaction amounts, qualifications and other requirements must be met. Important additional information regarding Activity and Bonus Event types, qualifications, and amount of points earned, is contained in the "Activity and Bonus Points Guide" which is available at KeyBank Rewards Information (defined below). Different Activity and Bonus Events may apply for Consumer and Business Customers, and for Customers in KeyBank's Private Bank ("Private Bank"). Activity and Bonus Points may be earned for single transactions and for recurring activity, and are subject to monthly caps. Please refer to the Activity and Bonus Points Guide for details. The Activity and Bonus Points Guide is specifically incorporated into and made a part of the Program Rules and may be modified by KeyBank at any time. KeyBank reserves the right, in its sole discretion, to determine whether any transaction, product or service is eligible to earn Activity and Bonus Points, and whether to provide any product or service to any person or Customer. "KeyBank Rewards Information" is available to all Customers at keybankrewards.com, or key.com/rewards, or can be obtained by calling the KeyBank Rewards Center at 1-800-539-2968. KeyBank Rewards Center representatives are available Monday through Friday, 7 a.m. to 9 p.m. local time and Saturday through Sunday, 9 a.m. to 6 p.m. local time.

Amendment

Effective December 9, 2011, the following changes will be made to the Relationship Rewards Program: Activity and Bonus Events will include use of online statements, and for Consumer Customers, the birthday each year of the Primary Signer on the Checking Account. The "Primary Signer" is the Signer whose name appears first on our records for the Checking Account.
End of Amendment

Amendment

Effective December 9, 2011, the following changes will be made to the Relationship Rewards Program: Consumer Customers enrolled in the Relationship Rewards Program may earn Reward Points by opening or establishing a new eligible product or service ("Relationship Product"). Relationship Products eligible for Relationship Rewards points ("Relationship Rewards Points") include, without limitation, savings accounts, certificates of deposit, home equity lines of credit and loans, loans for autos, boats, recreational vehicles and motorcycles, personal secured and unsecured loans, home improvement loans, mortgage loans, Preferred Credit Line, Cash Reserve Credit, KeyBasic Credit Line, PlatinumSelect Rewards MasterCard , Platinum MasterCard , College Rewards MasterCard , Young Adult MasterCard , Key Private Bank World MasterCard , and Key Private Bank World Elite MasterCard . Only products or services opened or established after your enrollment in the Relationship Rewards Program qualify for Relationship Rewards Points. Opening balance requirements, credit approvals and all other qualifications must be met. Important additional information regarding Relationship Product types, qualifications, and amount of points earned, is contained in the "Relationship Product Points Guide" which is available at KeyBank Rewards Information. Relationship Products may differ for Consumer and Private Bank Customers. Please refer to the Relationship Rewards Points Guide for details. The Relationship Product Points Guide is specifically incorporated into and made a part of the Program Rules and may be modified by KeyBank at any time. KeyBank reserves the right, in its sole discretion, to determine whether any product or service is a Relationship Product eligible to earn Relationship Reward Points, and whether to provide any product or service to any person or Customer.

Businesses enrolled in the Relationship Rewards Program may earn Reward Points by opening or establishing a new eligible product or service ("Business Relationship Product"). Business Relationship Products include, without limitation, savings accounts, Business certificates of deposit, Small Business Equity Option line of credit, Cash Reserve Credit, commercial term loans, commercial lines of credit, small business lines of credit, MasterCard Platinum Business Rewards Card, MasterCard



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Business Travel Card, MasterCard Business Card, MasterCard Business Company Card, Key Merchant Services, Key Business Online, and Key Equipment Finance loans or leases (excluding Competitive Equality Banking Act of 1987 (CEBA) Leases). Only products or services opened or established after your enrollment in the Relationship Rewards Program qualify for Relationship Rewards Points. Opening balance requirements, credit approval and other qualifications must be met. Important additional information regarding Business Relationship Product types, qualifications, and amount of points earned, is contained in the Relationship Product Points Guide which is available at KeyBank Rewards Information. The Relationship Product Points Guide is specifically incorporated into and made a part of the Program Rules and may be modified by KeyBank at any time. KeyBank reserves the right, in its sole discretion, to determine whether any product or service is a Relationship Product eligible to earn Reward Points, and whether to provide any product or service to any person or Customer.

End of Amendment

II. KeyBank Rewards Debit MasterCard and KeyBank Rewards World Debit MasterCard (both referred to herein as "Rewards Debit Cards")

1. The KeyBank Rewards Debit MasterCard is offered to all debit card eligible checking accounts at KeyBank, with the exception of Key Privilege Select Checking Account.
2. The KeyBank Rewards World Debit MasterCard is offered only to debit card eligible Key Privilege Select Checking Accounts at KeyBank.

Amendment

Effective December 9, 2011, item number 1. above will be revised to include the Key Privilege Select Checking Account as an eligible account for the KeyBank Rewards Debit MasterCard and the phrase "with the exception of Key Privilege Select Checking Account" will be deleted.

End of Amendment

III. Annual Membership Fee; Debit Card Earn Rate; Service Fee

1. The annual membership fee will depend on the type of Checking Account you have and the Rewards Program you are enrolled in as follows:

Account Type - Non-Business	Basic Rewards Annual Fee	Relationship Rewards Annual Fee
Key Privilege Select Checking	Fee waived	Fee waived
Key Privilege Checking	Fee waived	Fee waived
Sweep Checking	Fee waived	Fee waived
Key Private Bank Personal Checking	Fee waived	Fee waived
Key Private Bank Money Market Checking	Fee waived	Fee waived
Key Advantage Checking	\$30	\$30
Key Coverage Checking	\$30	\$30
Key Express Checking	\$30	\$40
Key Student Checking	\$30	\$40
KeyBank Access Account	\$30	\$40
Other Non-Business Checking Accounts Not Listed	\$30	\$40

Account Type - Business	Basic Rewards Annual Fee	Relationship Rewards Annual Fee
Key Business Rewards Checking	Fee waived	Fee waived
KeyBank Basic Business Checking	\$30	\$40
Key Business Sweep	Fee waived	Fee waived
Key Business Money Market Checking	\$30	\$40
KeyBank Business Interest Checking	\$30	\$40
Other Business Checking Accounts Not Listed	\$30	\$40

This membership fee is subject to change without notice.

2. If a Program membership fee applies, you authorize KeyBank to charge this fee automatically to Customer's Checking Account fourteen (14) days after enrollment and annually thereafter on the anniversary date of your enrollment unless Customer notifies KeyBank of cancellation of participation in the Program at least 60 days prior to the enrollment anniversary. This membership fee is non-refundable.

Amendment

Effective December 9, 2011, item number 2. above will be revised to change when the Program membership fee will be



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assessed. Item number 2. will be replaced with the following: If a Program membership fee applies, you authorize KeyBank to charge this fee automatically to Customer's Checking Account on the first Checking Account statement cycle date after enrollment and then annually thereafter on the date the statement cycles that includes the anniversary date of enrollment within that statement period unless Customer notifies KeyBank of cancellation of participation in the Program at least 60 days prior to the enrollment anniversary. This membership fee is non-refundable.

End of Amendment

3. When the Rewards Debit Card is issued, a Customer will earn one (1) Reward Point for every six (\$6.00 USD) in signature debit Net Purchases and one (1) Reward Point for every six (\$6.00 USD) in PIN POS Net Purchases. Eligible transactions do not include Excluded Transactions defined in Section IV and Rewards Points will not be earned on Excluded Transactions.

4. A \$4.00 service fee will be charged for each item you redeem points for at keybankrewards.com. Options for paying this service fee will be provided online at keybankrewards.com.

IV. General Program Details

1. You must have signature authority on your KeyBank checking account ("Checking Account") from which funds are drawn to pay for card transactions made by your KeyBank Rewards Debit Card or KeyBank Rewards World Debit MasterCard (collectively called "Rewards Card"). Eligibility is limited to KeyBank's Customers whose Checking Account is in good standing. You will only earn Reward Points as long as KeyBank, in its sole discretion, determines that your Checking Account is acceptable to KeyBank and is eligible for participation in the Program. An ineligible Checking Account includes, without limitation, an account that is frozen, closed, terminated, expired, inactive, dormant, has a legal status, or an account that is subject to litigation or any adverse (or conflicting) claim of any third party.

Amendment

Effective December 9, 2011, in regard to the Relationship Rewards Program, the first sentence in item number 1. above will be deleted.

End of Amendment

2. If you voluntarily cancel enrollment in the Program or if KeyBank cancels the enrollment due to the account not being eligible, all unused accrued Reward Points and rewards shall be forfeited immediately.

3. You may discontinue your participation in the Program at anytime without notice.

4. KeyBank will establish an internal rewards account to track your Reward Points under the Program (the "Rewards Account"). You shall have no interest in or rights to the Rewards Account except as provided in these Program Rules, and the Rewards Account cannot be assigned or transferred by you. Any assignment or transfer of the Rewards Account is null and void.

Amendment

Effective December 9, 2011, item number 2. above will be revised and the following will be added: If you are terminated as a Signer on a Checking Account enrolled in Relationship Rewards for any reason, whether due to your own action, action by KeyBank, or death, Activity and Bonus Points and Relationship Rewards Points earned by you prior to termination will remain in the Rewards Account and will be available for use by the Signers remaining on the Rewards Account.

End of Amendment

5. The Program and benefits are offered at the sole discretion of KeyBank. KeyBank reserves the right to cancel, change or temporarily suspend the Program at any time without notice, including without limitation, to (a) terminate any Customer's or Signer's membership in the Program for any reason; (b) reduce or eliminate all rewards earned (but not yet credited to your Rewards Account); (c) add to or modify the terms and conditions of these Program Rules, including, as to the Relationship Rewards Program and the Guides, additions or modifications to the number of points earned for any activity, deletions or modifications to activities that earn points, or modifications to qualifications for Activity and Bonus Events or Relationship Products; (d) discontinue KeyBank's participation in the Program; (e) terminate or modify its Program; (f) modify the formula to calculate Reward Points earnings; and (g) in the event of any fraud or abuse of the Program privileges or violation of the Program Rules (including any attempt to sell, exchange or otherwise transfer points or any instrument exchangeable for the Program). In regard to the Relationship Rewards Program, KeyBank reserves the right, in its sole discretion, to determine whether any transaction, product or service is eligible to earn Reward Points, and whether to allow any person or Customer to undertake any transaction or to receive any product or service.

6. Our cancellation, change or suspension of the Program will result in the forfeiture of earned points and a change in the redemption of any outstanding rewards.

7. These Program Rules and Program are governed by the laws of the State of Ohio, without regard to its conflicts of law principles. The Program is void where prohibited by federal, state or local law.



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8. Airline tickets, travel rewards packages, merchandise rewards, travel vouchers, gift certificates/gift cards and other rewards are subject to availability and certain restrictions and fulfillment fees apply. 9. Multiple Rewards Cards that are linked to the same Checking Account will share the same Rewards Account. It is up to the Checking Account holders to determine who will be the owner of the Rewards Account.

Amendment

Effective December 9, 2011, in regard to the Relationship Rewards Program, item number 9. above will not apply.

End of Amendment

10. KeyBank is not responsible for, and has no duty, obligation or liability regarding any disputes involving joint checking account holders or authorized users of the Rewards Card relating to Rewards Account ownership, participation in or redemption of rewards under the Program.

11. Every effort has been made to ensure that the information provided is accurate. KeyBank is not responsible for errors or omissions.

12. When you redeem Reward Points for a reward, you and the merchant are responsible for compliance with all laws related to the reward, including the payment and collection of any federal, state, and local taxes.

Amendment

Effective December 9, 2011, item number 12. above will be revised by adding the following as a new second paragraph: A Consumer or Business enrolled in the Relationship Rewards Program may earn Reward Points by opening or establishing a new savings account (certain balance requirements may apply) or Certificate of Deposit, and from time to time through Rewards Points special offers by increasing the balance in your savings account or Certificate of Deposit or renewing your Certificate of Deposit. The fair market value of points earned for opening a savings account or a Certificate of Deposit, for increasing the balance in your savings account or Certificate of Deposit or renewing your Certificate of Deposit along with interest earned on your account will be reported to the IRS on Form 1099-INT.

End of Amendment

13. You are responsible for payment of any passenger facility charges, air segment taxes, departure taxes, customs fees, baggage charges, security taxes or any other charges assessed by governmental entities or airline company as a result of travel under the Program, as well as any shipping, courier, fulfillment or certificate fees associated with the Program.

14. KeyBank shall not be responsible for any correspondence by you that is lost or delayed in the mail. All travel tickets, travel packages, merchandise and other rewards will be sent to your address on file at KeyBank or otherwise in accordance with your instructions. Merchandise shipments cannot be made to a post office box.

15. All questions regarding accrual of rewards or the fulfillment of rewards shall be resolved by KeyBank, and its decision will be final. All questions or disputes regarding use of gift certificates/gift cards shall be resolved by the supplier or issuer of the gift certificate/gift card by contacting customer service department disclosed with the certificate/card.

16. Should KeyBank decide to terminate the Program, and the acceptance and use of the Program, Customer hereby releases, discharges, and holds harmless KeyBank, MasterCard International Incorporated, doing business as MasterCard Worldwide, and its affiliates and subsidiaries, (collectively, called "MasterCard"), and their respective subsidiaries, affiliates, employees, officers, directors, successors and assigns from all claims, damages or liability including but not limited to physical injury or death, arising out of participation in the Program.

17. Neither KeyBank, MasterCard nor any other entity associated with the Program shall have any liability arising from, or related to, such rewards of the Program, except as expressly stated herein. If you are denied a benefit of the Program to which you are entitled, liability of KeyBank and MasterCard shall be limited to your earned portion of the benefit.

18. In no event shall KeyBank or MasterCard be liable to you for any indirect, incidental, consequential, special or punitive damages arising from this Program or performance of any obligations hereunder, or any other action or omission by it, even if such party is informed or is otherwise aware or should be aware of the possibility or likelihood of such damages. KeyBank makes no warranty and hereby disclaims any and all representations or warranties, express or implied, regarding any matter subject contemplated by these Program Rules, including any implied warranty of merchantability or fitness for a particular purpose or implied warranties arising from the course of dealing or course of performance.

19. Suppliers of goods and services are independent contractors and are neither agents nor employees of KeyBank, MasterCard, or any of their affiliates; or any group, organization, or entity endorsing a credit or debit card program by us. We neither offer, endorse, nor guarantee any of the goods, services, information, or recommendations provided by third parties to you in connection with the Program.

20. The KeyBank name, Key mark design and logo are registered trademarks of KeyCorp, an Ohio corporation. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated and are used by us pursuant to a license.



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All other company, product, and service names may be trademarks or service marks of others and their use does not imply endorsement or an association with this program.

V. Point Redemption

1. To redeem points for rewards, log into www.keybankrewards.com or contact the KeyBank Rewards Center by calling 1-800-539-2968. KeyBank Rewards Center representatives are available Monday through Friday, 7 a.m. to 9 p.m. EST and Saturday through Sunday, 9 a.m. to 6 p.m. EST.
2. Excluded Transactions will not be included in the Reward Point calculation. The term Excluded Transactions is defined as and includes: ATM cash disbursements, manual financial institution cash advances, KeyBank's Cash Reserve Credit transactions, person-person money transfers, a quasi cash transaction including the purchase of traveler's checks, foreign currency, money orders or convenience checks, truck stop transactions (any transactions at a truck stop other than an ATM at fuel desks, weigh stations, public scales, or ports of entry), gaming transactions, tax payments, balance transfers, annual membership fees, point-of-sale cash back transactions greater than the purchase amount, returned checks, and any credit, return or other adjustment to your Checking Account. If you are enrolled in the Relationship Rewards Program, the term "Excluded Transactions" as defined above will apply only to the Reward Point calculation for transactions made using your KeyBank Rewards Debit Card.
3. The term Net Purchases is defined as the dollar value of goods and services purchased with the KeyBank Rewards Debit Card after the enrollment date, minus (a) any credits, returns or other adjustments as reflected on the monthly statements, (b) the value of all Excluded Transactions, and (c) all annual membership fees, late payment fees, over-limit fees, insurance charges, card-related service charges, finance charges, fees and/or unauthorized charges.
4. If unused, the Program points carry a 4-year expiration limitation based on enrollment year, and upon expiration all unused points and rewards shall be forfeited immediately.
5. Points redeemed and/or expired, if applicable, will be based on a first-in, first-out process.
6. Points earned are not transferable except as used in accordance with these Program Rules, have no cash value and cannot under any circumstances be used as payment for any Customer account balance or any other liability or obligation you have to KeyBank.
7. No partial awards will be issued upon redemption of points.
8. Points and rewards have no value, are not refundable or exchangeable and cannot be used except in accordance with these Program Rules and applicable terms and conditions of rewards suppliers.
9. Points are available at cycle date.
10. Points must be redeemed by a Signer on a Checking Account that is enrolled in the Program.

VI. Airline Tickets & Travel Packages

1. All dollar-off award terms and conditions are based on the rules of the airline fare/ticket booked.
2. Travel must originate in the U.S.A.
3. Ticket travel itineraries and tickets will be emailed or faxed.
4. Travel itinerary discrepancies must be reported to the KeyBank Rewards center within 24 hours of the travel redemption. Voluntary changes made after 24 hours of initial reservation will incur airline penalty fees to reissue the ticket and will be the responsibility of the traveler.
5. KeyBank will use reasonable efforts to issue tickets within 24 hours of booking. Tickets will be electronic unless itinerary requires paper ticket. Fees apply for paper ticket and trackable delivery. If available, next day, Saturday and International deliveries by courier are subject to additional shipping charges and billed to the Customer's Checking Account.
6. A per ticketing fee will be charged for the issuance of domestic airline tickets, payable by the Customer. There is a booking fee that applies to all travel packages. Fees are subject to change.
7. Applicable lost ticket application fees and/or replacement costs will be your responsibility.
8. Tickets may be purchased in any name designated by you. Tickets are non-refundable unless requested to be booked as a refundable ticket with the airline. Lost, stolen or expired tickets cannot be replaced.
9. Unused tickets may contain no value if reservation is not cancelled prior to departure. In the event a travel refund is granted by the airline, Reward Points will not be returned to the award recipient until the refund has been received from the airline which can take 8-10 weeks.



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10. KeyBank and the Program are not responsible for the performance by the airline companies of the ticketed transportation. All reservations and ticketing are subject to the conditions of carriage of the party providing the transportation, including exclusions and limitations of liability. Additional fees and restrictions may apply.

11. Reservations for travel packages are for two people traveling together and sharing one room, unless otherwise indicated, are valid for select travel dates, and are subject to availability at the time of booking and at the time of use or arrival at your destination. Package components are subject to limited availability and peak travel period or holiday blackout dates may apply. Reservations must be made a minimum of 21 days in advance of departure. If allowed, any changes will be assessed a change fee plus any applicable vendor-imposed penalties or fees. Travel awards are not redeemable for cash and are not replaceable if lost, stolen, destroyed or expired. Participating hotels are subject to change without notice. No credit will be issued for unused days or inclusions. We assume no liability for injuries and no responsibility for delays caused by accidents, breakdown or other conditions beyond control. Not responsible for loss or damage to property, or any action or omission by, or change in services by, any provider of a travel package, including without limitation, accommodations, meals, activities, or fees and charges. Other restrictions may apply.

VII. Travel Voucher

1. The voucher must be used within the expiration date printed on the voucher. Please read the voucher terms and conditions upon receipt as certain restrictions may apply for use of the voucher.
2. The voucher will be received within 3-4 weeks by signature required priority mail.
3. The voucher contains a reservation code and toll free number which must be referenced when calling the voucher provider to arrange your reservation in advance of the use of the voucher.
4. Vouchers may not be changed or returned once received by award recipient.

VIII. Merchandise

1. KeyBank may make substitutions of equal or greater value when necessary without notification.
2. Merchandise rewards include applicable sales tax, shipping and handling within the 48 contiguous United States.
3. Returns are only accepted for merchandise that is damaged, defective or shipped in error. The manufacturer's warranty applies to all merchandise rewards offered, but KeyBank shall have no responsibility or liability in connection with this warranty. Merchandise rewards shipments are your sole responsibility.
4. Delivery of merchandise will be made by ground delivery service-signature required or first-class mail. Please allow four to six weeks from time of order.
5. Any additional shipping costs, including international shipping costs, will be your responsibility and will be charged to the Checking Account.

IX. Gift Certificates/Gift Cards

1. Gift certificates/gift cards have no value except when used in accordance with these Program Rules and applicable terms and conditions of participating suppliers or card issuers.
2. Gift certificates/gift cards must be surrendered at redemption, are not refundable, exchangeable, unless required by applicable law. Gift certificates/gift cards cannot be used against Customer's outstanding credit account balances. Gift certificates/gift cards may not be resold.
3. KeyBank may make substitutions of equal or greater value when necessary.
4. KeyBank and participating suppliers are not responsible for replacing lost, stolen or expired gift certificates/gift cards.
5. Gift certificates/gift cards use is subject to the terms and conditions printed thereon.
6. Gift certificates/gift cards are valid only at participating suppliers through the expiration date printed on the gift certificate/gift card.
7. Delivery of gift certificate/gift card will be made by ground delivery service-signature required or first-class mail. Please allow three to four weeks from time of order.
8. Gift certificates/gift cards may not be combined with any other promotional offers from KeyBank or participating suppliers.
9. In the event the goods and services purchased are less than the face value of the gift certificate/gift card redeemed, the policy of the supplier will determine whether credit or gift certificate/gift card value for the difference will be given.
10. Gift certificates/gift cards as rewards are void where prohibited by law.



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11. Customer must notify the KeyBank Rewards center within 60 days to report non receipt of gift certificate/gift card.
12. Issuers of gift certificates/gift cards are solely responsible for compliance with any legal or regulatory requirements governing gift certificates/gift cards.

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