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31 T 0216 00000 R EM AO FORECLOSURE ALTERNATIVESLLC 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.

Important Information about Revisions to Your KeyBank National Association Deposit Account Agreement

Effective October 31, 2011, the Deposit Account Agreement was revised in order to clarify current language. The following describes the changes made and amends the Deposit Account Agreement you received when you opened your Account and any subsequent amendments.

In section 6. Payment of Items; Overdrafts; Substitute Checks, the subsections titled THE FOLLOWING APPLIES TO CONSUMER ACCOUNTS ONLY and THE FOLLOWING APPLIES TO BUSINESS ACCOUNTS ONLY that describe how you can make a standard overdraft services selection have been moved to section 2. Opening Your Account and appear right after the second paragragh.

Also in section 6. Payment of Items; Overdrafts; Substitute Checks the first



## KeyNotes (con't)

paragragh was revised to include more detailed information to explain the priorities and categories used to process items. The following replaces the first paragraph of this section.

6. Payment of Items; Overdrafts; Substitute Checks. Withdrawals by check are permitted only on Checking Accounts and on Savings Accounts with check-writing privileges. You agree that, when a check or other item drawn on or payable from your Account is presented for payment, we can disregard any legends on the check (such as "void after 60 days", "paid in full" or "void over \$100"), any restrictive endorsements or other information, instructions and disclaimers that would limit or tend to limit the negotiability of the check or other item. We may process items in any order that we choose. Currently we process items from highest dollar amount to the lowest dollar amount within certain categories. This means, for example, that if an ATM withdrawal is made at 10:00 a.m. for \$20.00, another ATM withdrawal is made at 2:00 p.m. for \$60.00, and a third ATM withdrawal is made at 3:00 p.m. for \$200.00, we currently process these withdrawals not in the sequence in which they were made, but from highest to lowest dollar amount. The \$200.00 withdrawal is deducted from the account first, then the \$60.00 withdrawal, and then the \$20.00 withdrawal. This is assuming these are the only transactions that day.

We establish different priorities or categories for items including items initiated by us such as service charges. These priorities or categories are based on the date and/or time a transaction was initiated such as transactions made by you after normal business hours or items initiated by us including service charges. For example, consumer account transactions that you make on a Saturday or Sunday are posted prior to a transaction you make during normal business hours on the next business day.

The priorities or categories established may depend on your Account type. We may change the processing order at any time without notice to you.

For consumer account types, cutoff times were established to classify transactions as either prior day or current day. To do this, two daily posting groups have been established: the prior day transactions posting group and the current day transaction posting group. Transactions that are classified as prior day include but are not limited to the following:

- \* Transactions initiated by you in a branch after the branch's business day cutover; including branch transactions conducted on Saturday.
- \* ATM, debit card PIN/POS, telephone, and online banking transactions conducted between 7:00 p.m. and midnight local time on the previous day; including transactions conducted between 7:00 p.m. Friday through midnight Sunday local time.
- \* Debit card signature transactions with a settlement date that is prior to the current processing date are considered prior-day transactions.

All transactions not classified as prior day are considered current day transactions. Prior day transactions will post using the current business day's processing date.



## KeyNotes (con't)

The following is the current posting order for consumer account transaction types. Certain limited exceptions may apply.

First we post prior day transactions in the following order: Pending Credits, Pending Debits, Credits, ATM/Everyday Debit Card, Debits All Other

Next we post current day transactions in the following order: Pending Credits, Pending Debits, Credits, Wire Transfers, other types of transfers, ATM/Everyday Debit Card, Debits All Other

The following is the current posting order for business account transaction types. Certain limited exceptions may apply.

We post all transactions as current day transactions in the following order: Pending Credits, Pending Debits, Credits, Wire Transfers, other types of transfers, Debits All Other

Again, within each of these categories, we currently process items from highest dollar amount to lowest dollar amount.

In our discretion, we may process or decline to process any check more than six months old. We can also pay photocopies of checks accompanied by a representation that the original was lost or destroyed. You also agree that we can pay checks before the date set forth on the check (i.e."post dated checks"). We have this right even if you give us notice that you wrote a post dated check. In order to prevent a post dated check from being paid, you must give us a valid stop payment order.

If you have questions about any of this information, please call the number that appears on this statement or your Relationship Manager.

Please read and retain this information with all of your Account opening Agreements and Disclosures. A revised copy of the Deposit Account Agreement and Funds Availability Policy can be obtained at your local Key Bank branch or online at key.com

### Key Business Reward Checking 442161005941 FORECLOSUREALTERNATIVESLLC

Beginning balance 11-30-11	\$380.00
Net fees and charges	-15.00
Ending balance 12-31-11	\$365.00



Rewards			
Rewards point balance, as of 12-26-2011	25,100		
Rewards Number Name		Rewards Number	Name
442161005941000 FORECLOSURFALTERNATIVESLLC		442161005941002	DOUGLASMYEAMAN
442161005941001 RAYMANK MATHODA			
Visit key.com/rewards for details			
Fees and			
charges Date			Quantity Unit Charge

charges	Date		Quantity	Unit Charge	
-	12-30-11	Service Charge	1	15.00	-\$15.00
			Fees and charges assessed this period		-\$15.00



#### 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. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

\* 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:

XFER TO SAV	-	Transfer to Savings Account
XFERFROM SAV	-	Transfer from Savings Account
XFER TO CKG		Transfer to Checking Account
XFER FROM 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 or your line of credit each day, add any new advances or debite, and cubiter any non-monte and credits on your get on the advance of the day and credits on your of the advance of the day and any new advances or debite. 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.

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

Verify and check off in your check register each deposit, check or other transaction shown on this statement.

#### 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.

### 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.

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				0	Enter ending balance shown on your statement.			
				\$				
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TO	TAL 🗲	\$		This amount should agree with your check register balance.				