

Fill in this information to identify the case:

Debtor 1 Elizabeth Ann Naylor

Debtor 2 Ronald Stephen Owens  
(Spouse, if filing)

U.S. BANKRUPTCY COURT FOR THE MAIN DISTRICT OF ARIZONA

Case number 25-07596

## Official Form 410

### Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

#### Part 1: Identify the Claim

1. Who is the current creditor?	Bank of America, N.A. Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Bank of America, N.A. Name PO Box 673033 Number Street Dallas, TX 75267-3033 City State ZIP Code Contact phone 888-702-1161 Contact email card_bankruptcy_poc@bofa.com	Bank of America, N.A. Name PO Box 15102 Number Street Wilmington, DE 19886-5102 City State ZIP Code Contact phone 888-702-1161 Contact email card_bankruptcy_poc@bofa.com	
Uniform claim identifier (if you use one): -----			
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) _____		Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Who made the earlier filing? _____		

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 4 3 5

7. How much is the claim? \$ 9,327.09. Does this amount include interest or other charges?

No

Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Business Lending Credit Card

9. Is all or part of the claim secured?

No

Yes. The claim is secured by a lien on property.

**Nature of property:**

Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

Motor vehicle

Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_

**Amount of the claim that is secured:** \$ \_\_\_\_\_

**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %

Fixed

Variable

10. Is this claim based on a lease?

No

Yes. **Amount necessary to cure any default as of the date of the petition.** \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?

No

Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

### Part 3: Sign Below

The person completing this proof of claim must sign and date it.  
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.  
18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.  
 I am the creditor's attorney or authorized agent.  
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/14/2025  
MM / DD / YYYY

/S/ Harold E. Kyle Jr.

Signature

Print the name of the person who is completing and signing this claim:

Name	Harold E. Kyle Jr.		
	First name	Middle name	Last name
Title	Assistant Vice President		
Company	Bank of America, N. A.		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	P O Box 673033		
	Number	Street	
	Dallas, TX 75267-3033		
	City	State	ZIP Code
Contact phone	888 702 1161	Email	card_bankruptcy_POC@bofa.com



**Bank of America  
Business Card Agreement**

This Agreement governs your business credit card account, which may include one or more Cardholder accounts ( "Account" ). "Agreement" or "Account Agreement" or "Business Card Agreement" means this document and any changes we make to this document from time to time. In addition to the features outlined in this Agreement, you may be offered other benefits which will be governed by separate agreements.

**ACCOUNT SUMMARY TABLE**

A summary of the rates, fees and other costs of this business credit card account are disclosed here for your convenience. All account terms are governed by this Business Card Agreement. Account and Agreement terms are not guaranteed for any period of time; all terms, including fees and APRs, may change in accordance with the Agreement and applicable law. The reasons we may change terms include the following: a change in regulation or legislation, or a change in the interpretation of a regulation or legislation, your, and your business', risk profile based on payment patterns, transaction patterns, balance patterns, and utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and relationships between each and all of these measures of risk. We may also change terms for reasons not related to your individual, or your business', credit history, such as overall economic and market trends, product design and our business needs.

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0.00%</b> Introductory APR through the end of your billing cycle that includes August 20, 2019.  After that, your APR will be <b>23.49%</b> . This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>23.49%</b> . This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>26.49%</b> . This APR will vary with the market based on the Prime Rate.
<b>Annual Fee</b>	<b>None</b> per Card. <b>None</b> for Company.
<b>How to Avoid Paying Finance Charges on Purchases</b>	Your due date is at least <b>25</b> days from your statement Closing Date. If you pay your entire balance in full by the due date each month, we will not charge you Finance Charges on Purchases.
<b>Minimum Finance Charge for Purchases</b>	If you are charged Finance Charges, the charge will be no less than <b>\$1.00</b> .
<b>Cash Advance Fee</b> <ul style="list-style-type: none"><li>• <b>Cash disbursement</b></li><li>• <b>ATM</b></li><li>• <b>Electronic Cash Transfer</b></li><li>• <b>Convenience Check</b></li><li>• <b>Cash Equivalent</b></li><li>• <b>Overdraft Protection</b></li></ul>	<b>4.00%</b> of each Cash Disbursement advance (\$10 minimum ) <b>4.00%</b> of each ATM advance (\$10 minimum ) <b>4.00%</b> of each Electronic Cash Transfer advance (\$10 minimum )  <b>4.00%</b> of each Check advance (\$10 minimum ) <b>4.00%</b> of each Cash Equivalent cash advance (\$10 minimum ) <b>3.00%</b> of each Overdraft Protection advance (\$10 minimum )
<b>Balance Transfer Fee</b>	<b>4.00%</b> of each Balance Transfer (\$10.00 minimum).
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>• <b>International Transaction</b></li></ul>	<b>3%</b> of the US dollar amount of each transaction.
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>• <b>Late Payment</b></li></ul>	(Based on Account balance on the fee assessment date) <b>\$19</b> for balance less than or equal to <b>\$100</b> <b>\$29</b> for balance <b>\$100.01 - \$1,000</b>

	<p><b>\$39</b> for balance \$1,000.01 - \$5,000 <b>\$49</b> for balance greater than \$5,000</p>
• <b>Returned Payment</b>	<b>\$39</b>

#### ACCEPTANCE OF AGREEMENT

The activation or use of the Card (as defined herein) or Account, signing of any sales draft, use of a Check (as defined herein) or any other use of the Account, shall signify your acceptance of and agreement to all of the terms and conditions of this Agreement. In this Agreement and in each periodic statement provided to you, the words "you", "your" and "yours" refer to each of the following: (i) any company, business organization, sole proprietorship, partnership or any other type of organization, whether incorporated or not, which requests a Card to be issued or Account to be established even if the name of the organization is not embossed on the Card(s) ("Company"); (ii) any Guarantor (as defined herein); (iii) any person properly authorized, either directly or by implication, to use the Card or Account ("Cardholder"); and/or (iv) any person(s) who benefited from use of the Card or Account. The words "FIA Card Services", "us", "our" and "we" mean Bank of America, N.A., also known as FIA Card Services and referred to in future communications as FIA Card Services or Bank of America. The words "Card" or "Cards" mean any business credit card issued in connection with the Account. "Check", "Convenience Check", "Access Check" or "Cash Advance Check" means a check we provide to you to obtain credit on the Account. Other terms are defined throughout the Agreement.

#### LIABILITY

##### NOTICE TO INDIVIDUALS LIABLE ON THE ACCOUNT

Federal law requires us to provide the following information: We may report information about this account to credit bureaus. Late payments, missed payments, or other defaults on this account may be reflected in your credit report.

**Company and Guarantor.** As acknowledged and agreed to in the written, electronic or verbal application, Company and Guarantor are jointly and severally liable for repayment of all obligations at any time outstanding under this Agreement, or any extension, renewal or modification hereof, regardless of who received the benefit of the Account or to whom credit was advanced under the Account.

**Guarantor(s).** Each business owner, authorized officer or other individual who signed, submitted or otherwise authenticated an application for a Card (or in the case of a telephone application, the individual who verbally made the application), or an application for another credit product converted to an Account ("Guarantor(s)") jointly, separately, and unconditionally agrees to pay us all obligations at any time outstanding under this Agreement, or any extension, renewal or modification hereof. The obligations pursuant to this agreement to pay are independent, and each Guarantor agrees: (i) we may proceed against the Company or another Guarantor; (ii) we may obtain credit reports and provide credit information to others regarding each Guarantor; and (iii) to pay all expenses, including attorney's fees and the allocated cost of in-house counsel, including at trial or on appeal, that we incur in enforcing this Agreement. The term "Guarantor" as used in this Agreement means co-borrower or co-obligor, and is not intended to confer any suretyship rights or defenses. Each Guarantor is separately and primarily liable for all the obligations under this Agreement. A Guarantor remains liable, regardless of any change in employment or sale of the Company, until such Guarantor has notified us in writing of such change and a replacement Guarantor satisfactory to us has been approved.

**Right of Setoff.** Company and Guarantor each grants us a security interest and contractual right of offset in and to all deposit accounts now or hereafter maintained by Company or Guarantor (including, without limitation, joint accounts) with Bank of America or any of

its affiliates or subsidiaries. Company and Guarantor each agrees and authorizes us to charge, withdraw or set off all sums owed on the Account upon an event of default occurring against the Account, without prior notice or demand. Company and Guarantor each authorizes us to enter into a master control agreement with our affiliates and subsidiaries authorizing, upon the occurrence and continuance of any default under this Agreement, the disposition of funds in any such deposit account to satisfy all liabilities incurred hereunder, without your further consent. This Right of Setoff provision applies to you unless you were given the opportunity to reject this provision and you did so reject it in the manner and timeframe required.

**Authorized Contact.** The Company or any Guarantor may designate someone from the Company as the Authorized Contact on the Account. By designating an Authorized Contact you authorize this person to access Account information on behalf of the business and to make changes to the Account, including but not limited to, requesting credit line increases and additional cardholders.

#### USE OF YOUR ACCOUNT

**Transaction Types and Fees.** You may use your Account for Purchases, Cash Advances and Balance Transfers as described below. We are not responsible for refusal by any merchant or cash advancing institution to honor a Card or Check. For each Cash Advance or each Balance Transfer, we will charge the Cash Advance Fee or Balance Transfer Fee shown below, rounded to the next highest cent, and add the Fee to the Cash Advance balance on the transaction date. A promotional offer will also incur a Fee unless we state a different Fee in our offer.

**Purchases.** Purchase means the use of your Card or Account number to buy or lease goods or services or make online bill payments. Purchase includes Other Fees and Charges and adjustments associated with any Purchase.

**Cash Advances.** Cash Advance means use of a Convenience Check or your Card or Account for the following transactions:

- **Cash Disbursement** - obtain cash from a financial institution or merchant:  
Cash Disbursement Fee: 4.00% (\$10.00 Minimum)
- **ATM Advance** - obtain cash from an ATM  
ATM Advance: 4.00% (\$10.00 Minimum)
- **Electronic Cash Transfer** - obtain cash via an in-branch electronic transfer of funds initiated by us at your request to a deposit account; or via an online transfer of funds initiated by you.  
Electronic Cash Transfer Fee: 4.00% (\$10.00 Minimum)
- **Check Advance** - if provided, write a Convenience Check for any legal purpose. Convenience Checks are provided at our discretion. You may use a Convenience Check like any other check. Convenience Checks paid by us will not be returned to you.  
Check Advance Fee: 4.00% (\$10.00 Minimum)
- **Cash Equivalent** - purchase money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash.  
Cash Equivalent Fee: 4.00% (\$10.00 Minimum)

**Overdraft Protection** - transfer funds from your Account to your Bank of America checking account for overdraft protection, if you are approved for Overdraft Protection. Requests to link your Bank of America checking account to your Account for Overdraft Protection are subject to our approval. If you are approved for Overdraft Protection, we may transfer funds from your Account to cover any overdraft in multiples of \$100 as long as your Account has sufficient credit and cash availability and you are not in default under this Agreement. We shall not be obligated to make, but may make a transfer that would result in your Account being over the Cash and Credit Limits. You acknowledge and agree that any person authorized to transact business on the checking account may access your Account for Overdraft Protection coverage. We may terminate the Overdraft Protection feature at any time upon notice to you, except that termination shall be automatic and without notice if (i) you are in default under this Agreement; or (ii) the checking account or this Account is blocked or suspended from use, is closed or converted to another account.

Overdraft Protection Fee: 3.00% (\$10.00 Minimum)

Cash Advance includes related Cash Advance Fees and adjustments associated with any Cash Advance. Cash Advance Fees and Balance Transfer Fees are added to the Cash Advance balance of the Account on the date they are assessed.

**Balance Transfers.** Balance Transfer means a transfer of funds to another creditor initiated by us at your request via special Balance Transfer Checks, online or telephone. Balance Transfers also include: (i) non-promotional Balance Transfers initiated by you via Online Banking, or via EZBT; (ii) non-promotional telephone transfers of funds to a deposit account ("ACH") or to another creditor ("EBT").

Balance Transfer Fee: 4.00% (\$10.00 Minimum)

#### MOBILE PHONE OR OTHER MOBILE DEVICES

Smart phones, some tablets or other mobile devices (a "mobile device") can download, store and/or access Account information, for instance through a mobile wallet, that may enable you to use the mobile device to purchase goods or services, make a Balance Transfer, or make a Cash Advance. In certain instances, those transactions will replicate using your Card to make a transaction on the internet with your computer. In other instances, the phone or mobile device will act as if it were a Card itself. Applications that enable your mobile device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement. When your Account information is accessible by your mobile device, it is important that you treat your mobile device with the same care you would your Card. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone your phone or other mobile device, that can be the same as giving that person your Card.

#### LIMITATIONS ON USE

**General.** In addition to any other contractual or legal restrictions, use of the Account is limited as described below. The Account is a business account and should be used for business purposes only. Transactions on this Account may not be used to make a payment on any account you may have with us or our affiliates. We may change or limit the types of transactions or methods of making transactions available under this Account without giving you notice.

**Prohibited Transactions.** You must not use your account for illegal transactions; for example, those transactions prohibited by the Unlawful Internet Gambling Enforcement Act 31 U.S.C. Section 5361 et seq. Display of a payment logo by an online merchant does not mean that an Internet transaction is legal where you reside. We will not be liable if you engage in an illegal transaction. You may not use your account to conduct transactions in any country or territory or with any individual or entity that is the subject of economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Use of your card in those countries will be blocked. You also agree not to use your Account to purchase or carry margin stock (as defined in Federal Reserve Board regulations).

**Credit Limit.** We will establish a total credit limit for your Company ("Company Limit"). Upon request, we may also establish individual cardholder credit limits ( "Cardholder Limit" ) for some or all cards issued under the Agreement. The Company Limit is the maximum amount of credit available to you at any time on this Account, regardless of credit availability on individual Cardholder accounts. The Company Limit is disclosed on the Company statement. Initial Cardholder Limits are shown on the mailers containing your Card(s). The Cardholder Limit will also appear on each monthly statement. The amount of the credit available for Cash Advances ( "Cash Limit" ) may be limited. Individual Cardholders should call us for their current Cash Limit.

We may increase or decrease the Cash Limit, Cardholder Limit or Company Limit as we deem appropriate from time to time. You agree not to incur debt which would exceed the Company Limit, the Cash Limit or any Cardholder Limit. If you make a credit request that would exceed the applicable limitation, we in our sole discretion, can approve or deny the credit request. If such a request is honored, we may demand payment of the excess amount and if demanded, you will immediately repay excess amount.

**Authorizations/Transaction Review.** We may limit the number of authorizations we give in a day. We may deny an authorization or a transaction if you are in default under this Agreement, if we suspect fraudulent activity, or for other reasons. We review our accounts on an ongoing basis and may take certain actions necessary to decrease risk of default by customers who no longer meet our credit criteria. These actions may include closing an account, refusing to authorize new transactions, and/or decreasing the credit limit. We assess risk of default by looking at a variety of factors such as a customer's payment and transaction history with us, and information we receive from third parties including credit reporting agencies. We are not liable for any failure to authorize a transaction or for any failure of a merchant, financial institution, or ATM to honor a Card. You are liable for any transaction we authorize even if you are or would be in default as a result of the transaction.

**Unpaid Checks.** We may reject and return unpaid a Check you write for any reason including, but not limited to: (i) the Cardholder Limit, Company Limit, or Cash Limit has been or would be exceeded by paying the Check at the time it is presented to us; (ii) the Check is post-dated (if a post-dated Check is paid, resulting in another check being returned or not paid, we are not responsible); (iii) the date of the Check is more than 6 months old; (iv) the Account is closed or suspended; (v) you are in default or would be so if we paid the Check; (vi) your signature or the payee's name or endorsement is missing on the Check, or the Check appears altered. If we pay any Check

29999990912C1D2345MäpostageMeterä2901197272

under any condition, you must pay us the amount of the Check plus applicable fees and charges, unless such liability is precluded by law.

#### FINANCE CHARGES

**Grace Period and Finance Charge Accrual.** Your payment due date will be at least 25 days from your statement's closing date. " **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. We give you a Grace Period on certain Purchases in the following instances. Finance charges will accrue on previous Purchases only if either of the two prior statement's new balance totals, if any, are not paid in full by their respective Payment Due Dates. When applicable, finance charges on each Purchase accrue daily from the transaction date until the date each Purchase is completely repaid according to the payment allocation method then in effect. There is no Grace Period on Cash Advances or Balance Transfers. There is no Grace Period for a promotional balance that posts as a Purchase after a promotional period ends. There is no Grace Period for a returned payment amount or any other re-credit amount that posts as a Purchase. Finance charges on each Cash Advance or Balance Transfer accrue daily from the transaction date until the date each Cash Advance or Balance Transfer is completely repaid according to the payment allocation method then in effect.

**Periodic Rate Finance Charge Calculation.** For each day in the billing cycle, we take your beginning balance, add any new transactions or other debits, and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Rate Finance Charges for that day. We add these Periodic Rate Finance Charges to your Daily Balance to get the beginning balance for the next day. To get your total Periodic Rate Finance Charges for that billing cycle, we add all the Daily Periodic Rate Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily Periodic Rate and then multiplied by the number of days in the billing cycle. To determine the Average Daily Balance, we add all your Daily Balances and divide by the number of days in the billing cycle. We do this calculation separately for each feature such as Purchases, Cash Advances, Promotional Balances or Balance Transfers. Periodic Rate Finance Charges begin to accrue from the transaction date. Finance charges are calculated and posted to the applicable Purchase, Balance Transfer or Cash Advance balance on the last day of the billing cycle after all other transactions have posted and payments have been allocated.

#### Periodic Rates and Annual Percentage Rates.

**Rates.** This section provides the Daily Periodic Rates and the corresponding Annual Percentage Rates for your Account. The Daily Periodic Rate is the corresponding Annual Percentage Rate divided by 365 rounded to the next highest hundred thousandth of a percentage point. If the sixth decimal place is a number other than zero, the DPR will be rounded up to the next highest hundred thousandth of a percentage point.

#### Purchases:

The Annual Percentage Rate for Purchases, a variable rate, is the Index plus a Margin of 17.99% . Based on this formula, the Daily Periodic Rate as of January 25, 2019 is 0.06436% (corresponding Annual Percentage Rate of **23.49%** ).

The Introductory Daily Periodic Rate for Purchases is 0.00000% (corresponding Annual Percentage Rate of **0.00%** ) through the end of your billing cycle that includes August 20, 2019. When this

Introductory Rate ends, the rate for Purchase balances will increase to the applicable non-introductory rate.

#### Cash Advances:

The Annual Percentage Rate for Cash Advances, a variable rate, is the Index plus a Margin of 20.99% . Based on this formula, the Daily Periodic Rate as of January 25, 2019 is 0.07258% (corresponding Annual Percentage Rate of **26.49%** ).

#### Balance Transfers:

The Annual Percentage Rate for Balance Transfers, a variable rate, is the Index plus a Margin of 17.99% . Based on this formula, the Daily Periodic Rate as of January 25, 2019 is 0.06436% (corresponding Annual Percentage Rate of **23.49%** ).

**Variable Rate Information.** If an APR described above is identified as a variable rate then that rate may vary with changes in the Prime Rate. All such variable APRs are determined by adding the appropriate Margin, as set forth above, to the Index. The Index is the highest prime rate published in the Money Rates section of The Wall Street Journal on the last publication day of each month (the "Determination Date(s)"). This rate does not necessarily represent the lowest prime rate, or Bank of America's or FIA Card Services' lowest rate. The variable Daily Periodic Rates and corresponding Annual Percentage Rates will increase if the Index increases and decrease if the Index decreases. All rate changes take effect on the first day of the billing cycle that ends in the calendar month following the most recent Determination Date. An increase to your Daily Periodic Rate and the corresponding Annual Percentage Rate will increase the amount of Finance Charges on your Account and may also increase your Minimum Payment Due. If The Wall Street Journal discontinues publishing the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

**Special Promotions.** From time to time we may offer special promotions under which certain transactions may be charged to your Account subject to the terms stated in the special promotion. The standard terms of this Agreement apply to such special promotions unless we state otherwise in the terms for the special promotion. Any promotional balances remaining unpaid at the end of the promotional period will be subject to the standard terms of this Agreement upon expiration of the promotional period, without further notice.

**Minimum Purchase Finance Charge.** Whenever the Purchase balance is subject to a periodic Finance Charge, we will charge the greater of that periodic Finance Charge or \$1.00.

#### OTHER FEES AND CHARGES

**Types of Other Fees and Charges.** We will charge the following fees and other charges, which will be added to the Purchase balance on the date they are assessed:

- 1 A Late Payment Fee will be assessed if we do not receive at least the Minimum Payment Due by its Payment Due Date.  
Late Payment Fee: (Based on Account balance on the fee assessment date)  
\$19 for balance less than or equal to \$100  
\$29 for balance \$100.01 - \$1,000  
\$39 for balance \$1,000.01 - \$5,000  
\$49 for balance greater than \$5,000

· A Returned Payment Fee will be assessed for any payment on your Account that is returned to us unpaid.  
Returned Payment Fee: \$39.00

· A Stop Payment Fee will be assessed for any request made to stop payment on a Check unless we have posted the Check to your Account before your request.  
Stop Payment Fee: \$0.00

· Collection Costs. To the extent not prohibited by law, if you are in default, you will pay our collection costs, court costs and other expenses of enforcing our rights under this Agreement.

#### **PAYMENTS**

You agree to pay us for all credit extended under this Agreement, which includes all Purchases, Cash Advances and Balance Transfers, as well as all fees, finance charges, and any other transactions charged to your account. Payments made in any billing cycle that are greater than the Minimum Payment Due will not affect your obligation to make the next Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. 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. We reserve the right to reject any payment if your account has a credit balance as of the day we receive that payment. Generally, credits to your account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Minimum Payment Due. Payment shall be made in accordance with the following terms.

**Statement.** Each month that there is an outstanding balance on an account, we will provide a statement. Statements may be provided to the Company, individual Cardholders or another person and location, as specified by you. Statements may not (at our option) be sent after an Account is in Default.

**Monthly Payments.** You must pay at least the Minimum Payment by the Payment Due Date shown on your statement. The minimum amount due will be a total of the following amounts: any current cycle Finance Charges, plus any Late Fee charged in the current billing cycle plus 1.00% of the New Balance Total on your Account at the end of each billing cycle plus, if applicable, the greater of any past due or overlimit amount (with a \$10.00 minimum payment). If the New Balance Total shown on your statement is less than \$10.00 your Minimum Payment Due will be your New Balance Total. At any time you may pay the outstanding balance of your Account.

**Location.** You agree to pay all payments by check, money order, and/or electronic payment. The check or money order shall be drawn in U.S. dollars and payable through a U.S. financial institution. You agree to include the remittance portion of your statement with each payment and to make all payments at the location specified on your statement. You understand that if payments are received by us at any other location or in any other form, we may, in our sole discretion, accept such payments. If such payments are accepted, including payments received from Bank of America bank branches and Bank of America 24-Hour Banking Automated Teller Machines, you understand and agree that the payments may not be credited to your Account for up to five (5) business days.

**Irregular Payments.** We may accept late payments, partial payments or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those

marked with "payment in full", or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a post-dated check to make a payment. If you do post date a payment check, we may elect to honor it upon presentment, or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

**Allocation of Minimum Payment.** We may choose the order in which the Minimum Payment is applied to your Account. We may apply your Minimum Payment to amounts outstanding on your Account, including but not limited to fees and finance charges, before any Purchases, Balance Transfers, and/or Cash Advances. Payments are allocated to posted balances. In applying your Minimum Payment to any outstanding balance of Purchases, Balance Transfers, and/or Cash Advances, we may apply your payment to each balance outstanding at the lowest Annual Percentage Rate until it is paid in full before allocating any payment to any other balance outstanding on your Account.

**Allocation of Excess Payment.** If the amount of payment(s) received for a billing cycle exceeds the amount of the Minimum Payment for that billing cycle, the amount in excess ("Excess Payment") will be applied first to any outstanding balance with the highest Annual Percentage Rate and any remaining portion to the other balances in descending order based on the applicable Annual Percentage Rate. Within each category of APR balances, we may apply the payments in the order we choose to any subcategories of balances having the same APR. Payments are allocated to posted balances.

#### **INTERNATIONAL TRANSACTIONS/FEES**

International Transaction means any transaction made in a foreign currency or that is made or processed outside of the United States even if you pay in U.S. dollars. International Transactions include, for example, online purchases from foreign merchants. If you make a Transaction in currency other than U.S. dollars, Visa or Mastercard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. Mastercard will use an exchange rate of either (i) a wholesale market rate, or (ii) a government-mandated rate. We add a 3% fee to the U.S. dollar amount of any such transaction (the "International Transaction Fee"). The International Transaction Fee will be added to the Purchase balance of the Account.

#### **CHANGE IN TERMS**

We may amend this Agreement by changing, adding or deleting any term, condition, service or feature of your Account or of this Agreement at any time and without notice, unless notice is required by applicable law. Unless we state otherwise, any new terms shall apply to your Account's unpaid balance and to new activity on your Account.

#### **CREDITS**

Any refund, adjustment or credit allowed by a merchant will be by a credit advice to us, which will be shown as a credit on your statement.

#### **UNAUTHORIZED USE AND OTHER IRREGULARITIES**

**"Unauthorized Use"** means use of the Account, Card, or Checks by a person (i) who is not a Cardholder; (ii) who does not have actual, implied or apparent authority to use the Account, Card or Checks; and (iii) whose use does not result in a direct or indirect benefit for Company or a Cardholder.

**Prompt Review of Statements; Reporting of Unauthorized Use.** If your Card or Checks are lost or stolen or if there is possible Unauthorized Use, you agree to notify us promptly by calling the number indicated for such purpose on the statement. You agree to promptly review statements and notify us of any possible Unauthorized Use or other irregularity at the telephone number or address indicated for such purpose on the statement. You agree to report any possible Unauthorized Use or other irregularity promptly after the statement was received or otherwise made available to you. You will be deemed to have received a statement five (5) business days after its date, absent proof of an earlier or later actual delivery date. If you fail to notify us of possible Unauthorized Use or other irregularity in the manner and within the timeframe required, all charges will be deemed to be valid and authorized. You agree to assist us in determining the facts and circumstances relating to any claim of Unauthorized Use, which may include the completion of our form of fraud statement.

**Liability for Unauthorized Use.** You will not be liable for any Unauthorized Use that occurs after we are notified orally or in writing. If fewer than ten (10) Cards are issued, your liability for Unauthorized Use that occurs prior to our receipt of notification will not exceed \$50.00 provided that you notify us of the possible Unauthorized Use in the timeframe and manner required by this Agreement. If ten (10) or more Cards are issued, Company shall be strictly liable for any Unauthorized Use that occurs prior to our receipt of notification of Unauthorized Use.

**Recurring Preauthorized Transactions.** Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your account on a recurring basis. If we issue a new credit card with a different account number or expiration date to you, we may (but are not obligated to) provide your new card account number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. There will be circumstances where you will have to contact the merchant.

**Waiver of Right to Recover From Us.** Failure to report possible Unauthorized Use or other irregularity as required herein shall preclude you from recovering any amounts from us related to such Unauthorized Use or other irregularity. No legal proceeding or action shall be brought by you against us to recover any amount alleged to have been improperly charged to the Account due to Unauthorized Use or other defect unless (a) you have given the notice in accordance with the requirements above, and (b) such action shall have been commenced within one (1) year after the statement containing such defect was made available to you. Notwithstanding the above, if ten (10) or more Cards are issued, Company shall be strictly liable for any Unauthorized Use of the Card or Account prior to our receipt of notification of such Unauthorized Use.

#### **SUSPENSION**

We have the right at our sole discretion to suspend all credit advanced under this Agreement for any reason regardless of whether you receive notice of the suspension. For example, we may restrict access to your Account to defend against possible fraud or refuse to honor a transaction because of a credit risk or other reason. You

will continue to be bound to pay the balance of your Account under the terms of this Agreement and, until paid, you will be liable for all Finance Charges and Other Fees and Charges imposed on your Account.

#### **TERMINATION**

We shall not be under any obligation to make additional extensions of credit. Each Card may be repossessed by us at any time, with or without notice. Upon termination, you will return to us immediately any unused Checks and your Card(s), which you will have cut in half. However, unless you are in default (in which case the entire balance owed is immediately due and payable), you will continue to be bound to pay the balance of your Account under the terms of this Agreement, and until paid, you will be liable for all Finance Charges and Other Fees and Charges imposed on your Account. Termination will not affect the terms of this Agreement, including any security interest securing the advances under this Agreement, until all obligations to us under this Agreement have been satisfied. You will make your best effort to retrieve and return all cards issued for your account upon termination. Failure to return all of the cards will continue your obligation for any new charges.

#### **LIMITATION OF DAMAGES**

IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY NATURE.

#### **DEFAULT**

**Events of Default.** The following are events of default hereunder: (i) the failure to pay or perform any obligation, liability or indebtedness to us, or to any affiliate or subsidiary of ours, whether under this Agreement or any other agreement, as and when due (whether upon demand, at maturity or by acceleration); (ii) your death (if an individual); (iii) the resignation or withdrawal of any partner or a material owner of Company as determined by us in our sole discretion; (iv) the commencement of a proceeding against Company for dissolution or liquidation, the voluntary or involuntary termination or dissolution of Company or the merger or consolidation of Company with or into another entity; (v) the insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against you; (vi) the determination by us that any representation or warranty made to us or to any affiliate or subsidiary of ours by you in any application, agreement or otherwise is or was, when it was made, untrue or materially misleading; (vii) your failure to timely deliver such financial statements, including tax returns, other statements of condition or other information, as we shall request from time to time; (viii) the entry of a judgment against you which we deem to be of a material nature, in our sole discretion; (ix) the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of yours; (x) the determination by us that we are insecure for any reason; (xi) the determination by us that a material adverse change has occurred in your financial condition; (xii) the determination by us that you fail to meet the credit criteria initially used by us to approve you; (xiii) or the failure of Company to comply with any law or regulation controlling its operation.

**Remedies Upon Default.** Whenever there is a default under this Agreement then, without notice: (i) the entire balance outstanding on all Accounts and all other obligations of you to us (however acquired or evidenced) shall, at our option, become immediately due and

29999990912C1D2345MäpostageMeterä2901197272

payable; (ii) any obligation of ours to permit further transactions under this Agreement shall immediately cease and terminate; (iii) this Agreement, the Account, or any Cardholder account may be terminated or changed by us; and (iv) we may make changes to your Account, including but not limited to, increasing rates, fees or the required Minimum Payment for an Account set up for Minimum Payment. The foregoing remedies are in addition to (i) any other contractual rights of ours under this Agreement and (ii) other legal rights of ours. Our rights and remedies are cumulative and may be pursued singularly or successively.

#### **APPLICATION CERTIFICATION**

You certify that all of the information you provided in your application is correct, and you permit us to confirm that information. You agree to update the information you provided in your application whenever we ask you to.

#### **COLLECTION**

Company, Cardholder and Guarantor agree that if the Account is not paid, Company, Cardholder and any Guarantor will accept calls from us regarding collection of the Account. The calls could be automatically dialed and a recorded message may be played. Company, Cardholder and each Guarantor agree such calls will not be "unsolicited" calls for purposes of local, state or federal law. Where you have provided a cell phone number directly to us, or placed a cell phone call to us, you consent and agree to accept collection calls to your cell phone from us.

#### **OTHER SERVICES**

You understand that from time to time third parties may offer you additional features, services, and enhancements, including, but not limited to, common carrier travel insurance, credit card registration for lost or stolen credit cards, emergency cash service, address change service, and other travel related services. You understand that we are not liable for these features, services, and enhancements, and they are the sole responsibility of the third parties. You agree to hold us harmless from any claims, actions, or damages resulting from your use of any of these features, enhancements, or services, when permitted by applicable law.

#### **NOTICES AND CHANGES OF NAME, ADDRESS, EMPLOYMENT OR OWNERSHIP**

You understand that we will send statements, replacement or renewal Cards, Checks, or other notices at the address shown in our records. You will promptly notify us of any change in your name, address, employment, or Company name, address or ownership. Any notices and/or disclosures sent hereunder by us to one of you shall constitute notice to all of you.

#### **ACCOUNT INFORMATION**

You authorize us and our parent, affiliates, and subsidiaries: (i) to obtain such other information deemed necessary concerning the granting and maintaining of your Account, including the obtaining of credit bureau and other reports concerning your credit experience and other information from credit reporting agencies, creditors, and other persons; (ii) to release information from our records regarding your Account in order to comply with any properly served subpoena issued by any state or federal agency or court; (iii) to share our credit experience on your Account with credit reporting agencies and other creditors we reasonably believe are doing business with you; (iv) to provide information about your Account to any of our subsidiaries or affiliates; (v) to share with each other information

about you personally and/or your Company contained in your application or obtained from outside sources, provided that you may instruct us to cease sharing with our affiliated companies, your personal information obtained from your application or outside sources by notifying us at [bankofamerica.com/privacy](http://bankofamerica.com/privacy) and entering your information on a secure Web site; calling us toll free at 1.888.341.5000; (vi) to provide Account information to our service providers; (vii) to provide Account information to any third party who we reasonably believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act; (viii) to share Account information including, without limitation, transaction information, with Company; and (ix) to share Account information including, without limitation, transaction information, with any program partner of ours whose name, logo, or other mark appears on the Card or Statement, or with any other third party.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us at FIA Card Services, Credit Reporting Agencies, P.O. Box 15311, Wilmington, DE 19850-5311. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

#### **NONTRANSFERABLE**

Each Card is nontransferable.

#### **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

#### **MULTIPLE BANK CARD ACCOUNTS**

If you have more than one Account with us, this Agreement applies separately to each Account, having the same terms.

#### **SUCCESSORS AND ASSIGNS**

You agree that we may at any time assign or transfer to another person your Account, your Account balance, or this Agreement. The persons to whom we transfer or assign your Account, your Account balance, or this Agreement will have all of our rights under this Agreement. You will not assign or transfer, any of your rights or duties under this Agreement, and this Agreement is binding on your successors, heirs and legal representatives and upon anyone to whom you assign your assets or who succeeds to them.

#### **ONE AGREEMENT**

This Agreement and any other documents or agreements required by this Agreement collectively represent the sum of the understandings and agreements between you and us concerning this credit and replace any prior oral or written agreements between you and us concerning this credit.

#### **GOVERNING LAW**

This Agreement and your Account shall be governed by and interpreted in accordance with North Carolina law and the laws of the United States, regardless of where Company is located or where a Cardholder uses the Account.

#### **ENFORCEABILITY**

Any waiver of rights by us must be in writing and signed by one of our authorized representatives. Our delay or failure to strictly enforce any term of the Agreement shall not be considered a waiver of any of the terms of the Agreement or any of our rights. If any terms of this

29999990912C1D2345MäpostageMeterä2901197272

Agreement are found to be unenforceable, all other provisions will remain in full force.

#### **STOPPING PAYMENT ON CHECKS**

To stop payment on a Check you write, you must call us at the Customer Service number shown on your statement with all the following information: the exact dollar amount of the Check; the Check number; your Account number; the name of the party to whom the Check was written and the name of the person who signed the Check. We will stop payment on the Check if we receive your stop payment request by the business day before the day we pay your Check. The date we pay the Check may be before the date it posts to your Account. The stop payment order will remain effective for six (6) months. You may write us to cancel the order at any time.

#### **PAYMENT BY PHONE**

When using the Payment by Phone option through our automated response unit, you authorize us to initiate electronic payments from your designated account at the financial institution you indicate for the purpose of making any payment on your Account.

**Effective Date of Payment.** Payment will occur on the date that you request.

**Dishonored Request for Payment.** If a payment is dishonored for any reason, including insufficient funds, we, in accordance with this Agreement, and your financial institution may assess a fee. If a payment is dishonored by your financial institution for "insufficient funds", we may attempt to initiate the electronic payment one more time before deeming the payment unpaid. **You understand that if a payment is dishonored, your Account will be considered due for that payment (if the minimum payment due has not been met), and other payment arrangements will need to be made.**

**Revocation of a Payment.** You have until 5:00 PM ET the day of the scheduled payment to cancel or revoke that payment.

**Authorization and Security Procedure.** You agree that the security procedures followed by us to authenticate your consent to a Payment by Phone transaction, although not in writing, are reasonable, and agree to be bound by them as if you had signed this Authorization in writing.

#### **MERCHANT CARDHOLDER RELATIONSHIP**

We shall have no liability for merchandise or services purchased by use of any Card or Account. You shall make good-faith efforts to settle any claims or disputes for purchases with the merchant and waive any claim against us for any merchant's or financial institution's refusal to honor any Card or Check. You agree that we will be subrogated to, and you assign to us, all rights against the merchant in any case in which you have disputed a transaction against the merchant and we have elected to credit the Account for the amount alleged to have been in error. You will do whatever is necessary to enable us to exercise those rights and will do nothing to prejudice those rights. We reserve the right to reverse any credits applied.

#### **TELEPHONE MONITORING**

You consent to and authorize us, or any of our affiliates, or our marketing associates to monitor and/or record for quality assurance purposes, any of your telephone conversations with our representatives or the representatives of any of those companies. For any telephone calls or cell phone calls we place to you, you consent

and agree that those calls may be automatically dialed and/or use recorded messages.

#### **TEXT MESSAGING**

You consent to receive text messages at any mobile phone number you provide to us for the purpose of handling, servicing and billing your accounts (non-marketing), including alerts on suspicious and potentially fraudulent activity, and notification for any payments due, from us and our affiliates, including Merrill Lynch, Pierce, Fenner & Smith Inc., related to all open banking, investment, mortgage and/or credit card accounts. To avoid receiving further communications by text message, you may reply by sending the text "STOP". In addition, for help, you may reply by sending the text "HELP". Standard carrier mobile fees may apply.

©2019 Bank of America Corporation. All rights reserved.



## STATEMENT OF ACCOUNTS

---

**DATE:** 10/14/2025

**CASE NUMBER:** 25-07596

**CREDITOR:** Bank of America, N.A. as successor by  
merger to FIA Card Services, N.A.  
P O Box 673033  
Dallas, TX 75267-3033

**ACCOUNT:** XXXXXXXXXXXXXXX4435

**BALANCE:** 9,327.09

PRINCIPAL OWED: 9,192.89

INTEREST: 134.20

FEES: 0.00

EXPENSES: 0.00

OTHER CHARGES: 0.00

9,327.09

**DOCUMENT ID:** 1761717

\*\* NOTE: The debt referenced in this Proof of Claim is based on a Business Lending relationship, not an open-end or revolving Consumer Credit relationship, and the requirements of Bankruptcy Rule 3001(c)(3) therefore do not apply to the Proof of Claim.