

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re:

MEMIE BURTON

Debtor(s)

CASE NO. 10-34288

INDIVIDUAL DEBTOR NOT ENGAGED IN
BUSINESS MONTHLY REPORT

MONTH OF: November, 2014

DATE PETITION FILED: June 2, 2013

TAX PAYER ID NO.: 8417

(Debtor's Social Security #) last 4 digits only

(Co-Debtor's Social Security #)

Nature of Debtor's Business:

Nature of Co-Debtor's Business:

Dennys # 6836

DATE DISCLOSURE STATEMENT FILED: 2010

TO BE FILED:

DATE PLAN OF REORGANIZATION FILED:

TO BE FILED:

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOLLOWING MONTHLY REPORT AND THE
ACCOMPANYING ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

RESPONSIBLE PARTY:

Memie C. Burton Jr.
ORIGINAL SIGNATURE OF DEBTOR

Memie C. Burton Jr.
PRINTED NAME OF DEBTOR

12/25/14
DATE

PREPARER:

ORIGINAL SIGNATURE OF PREPARER

PRINTED NAME OF PREPARER

PERSON TO CONTACT REGARDING THIS REPORT:

PHONE NUMBER:

ADDRESS:

SIGNATURE OF CO-DEBTOR
PRINTED NAME OF CO-DEBTOR
DATE
TITLE
DATE

FILE REPORT ELECTRONICALLY WITH THE COURT, FILE PAPER COPY WITH U.S. TRUSTEE'S OFFICE

Case Number: 10-34288 Nov. 2014

CASH SUMMARY

| | Post-Petition Debtor-in-Possession Accounts | | | | TOTAL |
|--------------------------------|---|-----------|-----------|---|-----------|
| | Cash | Checking | Savings | # | |
| | # | # | # | # | |
| Balance at Beginning of Period | | 14,515.44 | 17,226.65 | | 21,238.14 |

| RECEIPTS | | | | |
|-----------------------------------|--|-----------------|--|-----------------|
| Wages - Debtor | | | | |
| Wages - Co-Debtor | | | | |
| Loans and Advances | | | | |
| Sale of Assets | | | | |
| Gifts (money) | | | | 2,479.00 |
| Spinal Sec | | 2,479.00 | | |
| Private Retirement | | 2,134.44 | | |
| Transfers from Other DIP Accounts | | | | |
| Other (attach list) | | | | |
| TOTAL RECEIPTS | | 4,613.44 | | 4,613.44 |

| | | | | | |
|---------------------|--|-----------|--|--|------------|
| TOTAL DISBURSEMENTS | | 16,140.54 | | | 16,140.54* |
|---------------------|--|-----------|--|--|------------|

| | | | | | |
|-------------------------|--|----------|----------|--|----------|
| Balance at End of Month | | 7,988.39 | 17,226.7 | | 9,711.06 |
|-------------------------|--|----------|----------|--|----------|

| CREDIT CARD ACTIVITY: | Dollar Amount of Current Purchase | Interest Charges | Payments Made | Ending Balance |
|---------------------------------|-----------------------------------|------------------|---------------|----------------|
| Name <u>CHASE SWA</u> | | | | |
| Acct # <u>46447022177085936</u> | 8871.34 | - 0 - | 10,383.00 | 1,952.25 |
| Name <u>AMERICAN EXP</u> | | | | |
| Acct # <u>3702 32 01003</u> | 333.49 | - 0 - | 1,088.54 | 77.57 |
| Name | | | | |
| Acct # | | | | |

| DISBURSEMENTS FOR CALCULATING QUARTERLY FEES: | |
|--|------------------|
| Total Disbursements (from above) | 16,140.54 |
| Plus: Payroll deductions (from page 4) | |
| Plus: Estate disbursements made by outside sources (payments from escrow; 2-party check; etc.) | |
| Less: Transfers between debtor-in-possession bank accounts | |
| Total Disbursements for Calculating Quarterly Fees | 16,140.54 |

Case Number: 10-34288

DISBURSEMENT DETAIL (INDIVIDUAL ACCOUNTS)

Month: Nov. 2014
Account # 10,342,88
Bank Name Chase

| Cash/Electronic Disbursements | | | Amount |
|-------------------------------------|--------------------|-------------------|-----------|
| Date | Payee | Purpose | |
| 11/03 | CHASE VISA / SWA | Credit CARD 45926 | 5,110.99 |
| 11/03 | AM Exp Credit CARD | 45-08003 | 1,088.54 |
| 11/17 | CHASE Credit CARD | 45926 | 5,000.00 |
| Total Cash/Electronic Disbursements | | | 11,199.53 |

| CHECKS ISSUED | | | | Amount |
|---|-------|------------------------|----------------------|----------|
| Check Number | Date | Payee | Purpose | |
| 161 | 11/21 | Prick Landscaping | Di Sergio Lazono | 350 |
| 162 | 11/26 | CANDRA KERRON | Demog. Comm | 300 |
| 212 | 11/04 | Solar Sales | Pool COVER | 2132.14 |
| 213 | 11/14 | United States Treasury | bal of 2013 Taxes | 13.87 |
| 214 | 11/24 | M. Washed, Accountant | Tax Prep 2013 | 790.00 |
| 215 | 11/17 | U.S. Trustee | BANKRUPTCY Quarterly | 650.00 |
| 217 | 11/20 | Diane Hollubrecht | office cleaning | 160 |
| 219 | 11/17 | Prick Landscaping | Di Sergio Lazono | 225 |
| 220 | 11/19 | Q Ling Lu | Dr. Medicines / Acc' | 120 |
| Total checks listed on this page | | | | 4,941.04 |
| Total checks listed on continuation pages | | | | |

TOTAL DISBURSEMENTS FOR THE MONTH (include cash/electronic disbursements) 16,140.57

| Salary / Payroll | Pay Date | Gross Pay | less | Net Pay | = | Payroll Deductions |
|---|----------|-----------|------|---------|---|--------------------|
| Debtor | | | | | | |
| Co-Debtor | | | | | | |
| Total Payroll Deductions - report on page 2 | | | | | | |

Case Number: 10-34288

Nov. 2014 CASE STATUS

QUESTIONNAIRE

| | YES | NO |
|---|-----|----|
| 1. Have any assets been sold or transferred during this reporting period? | | ✓ |
| 2. Have you made any payments to an attorney or accountant this month? | | ✓ |
| 3. Have any payments been made on prepetition liabilities during this reporting period? | | ✓ |
| 4. Have any post-petition loans been received by the debtor(s) from any party? | | ✓ |
| 5. Have any insurance policies or coverages expired? | | ✓ |
| 6. Are any post-petition real estate taxes past due? | | ✓ |
| 7. Have any pre-petition taxes been paid during this reporting period? | Yes | |
| 8. Do you expect any significant income changes within the next 90 days? | | ✓ |
| 9. Are any U. S. Trustee quarterly fees delinquent? | | |

Provide a detailed explanation of any "YES" answers to the above questions: (attach additional sheets if needed)

2 Major Back Surgeries
 Dec 1 (L) Rhizotomy Left L2, 3, 4, 5 & S1
 Dec 22 (L) Steroid Mulp Injections T12, L1 - on leg
 Unable to walk presently - Will ↓ income

What progress has been made, during the reporting period, towards reorganizing your estate ?

offer \$40,000 lump settlement from my retirement



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265 - 9754

November 01, 2014 through November 28, 2014

Account Number: [REDACTED] 19007

00078009 DRE 601 141 33314 NNNNNNNNNNN T 1 000000000 64 0000
MEMIE C BURTON JR DIP
DEBTOR IN POSSESSION
CASE #:10-BK-34288-GBN
10214 N 44TH ST
PHOENIX AZ 85028-4138

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-242-7338
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679



CHECKING SUMMARY

Chase BusinessSelect Checking

| | INSTANCES | AMOUNT |
|--------------------------|-----------|--------------------|
| Beginning Balance | | \$19,515.49 |
| Deposits and Additions | 2 | 4,613.44 |
| Checks Paid | 9 | - 4,941.01 |
| Electronic Withdrawals | 3 | - 11,199.53 |
| Ending Balance | 14 | \$7,988.39 |

Thank you for your military service and commitment to our country. Your monthly service fee was waived as a benefit of Chase Military Banking.

DEPOSITS AND ADDITIONS

| DATE | DESCRIPTION | PPD ID | AMOUNT |
|-------------------------------------|----------------------------|--------------------|-------------------|
| 11/03 | US Treasury 312 Xxclv Serv | PPD ID: 3121736156 | \$2,134.44 |
| 11/12 | SSA Treas 310 Xxsoc Sec | PPD ID: 9031036030 | 2,479.00 |
| Total Deposits and Additions | | | \$4,613.44 |



November 01, 2014 through November 28, 2014

Account Number: [REDACTED] 19007

CHECKS PAID

| CHECK NO. | DESCRIPTION | DATE PAID | AMOUNT |
|-----------|-------------|-----------|----------|
| 161 ^ | 11/21 | 11/21 | \$350.00 |
| 162 ^ | 11/26 | 11/26 | 500.00 |
| 212 * ^ | | 11/04 | 2,132.14 |
| 213 ^ | | 11/14 | 13.87 |
| 214 ^ | | 11/24 | 790.00 |
| 215 ^ | | 11/17 | 650.00 |
| 217 * ^ | | 11/10 | 160.00 |
| 219 * ^ | | 11/17 | 225.00 |
| 220 ^ | | 11/19 | 120.00 |

Total Checks Paid **\$4,941.01**

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

ELECTRONIC WITHDRAWALS

| DATE | DESCRIPTION | AMOUNT |
|-------|---|------------|
| 11/03 | 11/03 Payment To Credit Card Vis XXXXXXXXXXXX5936 | \$5,110.99 |
| 11/03 | American Express ACH Pmt PPD ID: 2005032111 | 1,088.54 |
| 11/17 | 11/17 Payment To Credit Card Vis XXXXXXXXXXXX5936 | 5,000.00 |

Total Electronic Withdrawals **\$11,199.53**

DAILY ENDING BALANCE

| DATE | AMOUNT |
|-------|-------------|
| 11/03 | \$15,450.40 |
| 11/04 | 13,318.26 |
| 11/10 | 13,158.26 |
| 11/12 | 15,637.26 |
| 11/14 | 15,623.39 |
| 11/17 | 9,748.39 |
| 11/19 | 9,628.39 |
| 11/21 | 9,278.39 |
| 11/24 | 8,488.39 |
| 11/26 | 7,988.39 |

SERVICE CHARGE SUMMARY

| TRANSACTIONS FOR SERVICE FEE CALCULATION | NUMBER OF TRANSACTIONS |
|--|------------------------|
| Checks Paid / Debits | 12 |
| Deposits / Credits | 2 |
| Deposited Items | 0 |
| Transaction Total | 14 |

| SERVICE FEE CALCULATION | AMOUNT |
|-------------------------|--------|
| Service Fee | \$0.00 |
| Service Fee Credit | \$0.00 |



November 01, 2014 through November 28, 2014
Account Number: [REDACTED] 9007

SERVICE CHARGE SUMMARY (continued)

| | AMOUNT |
|--|---------------|
| SERVICE FEE CALCULATION | |
| Net Service Fee | \$0.00 |
| Excessive Transaction Fees (Above 200) | \$0.00 |
| Total Service Fees | \$0.00 |





November 01, 2014 through November 28, 2014
Account Number: [REDACTED] 19007

BALANCING YOUR CHECKBOOK

Note: Ensure your checkbook register is up to date with all transactions to date whether they are included on your statement or not.

1. Write in the Ending Balance shown on this statement: **Step 1 Balance:** \$ _____

2. List and total all deposits & additions not shown on this statement:

| Date | Amount | Date | Amount | Date | Amount |
|------|--------|------|--------|------|--------|
| | | | | | |
| | | | | | |
| | | | | | |

Step 2 Total: \$ _____

3. Add Step 2 Total to Step 1 Balance.

Step 3 Total: \$ _____

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement.

| Check Number or Date | Amount | Check Number or Date | Amount |
|----------------------|--------|----------------------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Step 4 Total: -\$ _____

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: \$ _____

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit 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.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265 -9754

October 17, 2014 through November 18, 2014

Account Number: [REDACTED] 372

00112623 DRE 601 141 32314 NNNNNNNNNN T 1 000000000 11 0000
MC BURTON JR MD
10214 N 44TH ST
PHOENIX AZ 85028-4138

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679



SAVINGS SUMMARY

Chase Savings

| | AMOUNT |
|--|-------------------|
| Beginning Balance | \$1,722.65 |
| Deposits and Additions | 0.02 |
| Ending Balance | \$1,722.67 |
| Annual Percentage Yield Earned This Period | 0.01% |
| Interest Earned This Period | \$0.02 |
| Interest Paid Year-to-Date | \$0.47 |

TRANSACTION DETAIL

| DATE | DESCRIPTION | AMOUNT | BALANCE |
|-------|--------------------------|--------|-------------------|
| | Beginning Balance | | \$1,722.65 |
| 11/18 | Interest Payment | 0.02 | 1,722.67 |
| | Ending Balance | | \$1,722.67 |

A monthly Service Fee was **not** charged to your Chase Savings account. You can continue to avoid this fee during any statement period by keeping a minimum daily balance in your account of \$300.00 or more.
(Your minimum daily balance was \$1,722)



October 17, 2014 through November 18, 2014
Account Number: [REDACTED] 5372

BALANCING YOUR CHECKBOOK

Note: Ensure your checkbook register is up to date with all transactions to date whether they are included on your statement or not.

1. Write in the Ending Balance shown on this statement: **Step 1 Balance:** \$ _____

2. List and total all deposits & additions not shown on this statement:

| Date | Amount | Date | Amount | Date | Amount |
|------|--------|------|--------|------|--------|
| | | | | | |
| | | | | | |
| | | | | | |

Step 2 Total: \$ _____

3. Add Step 2 Total to Step 1 Balance.

Step 3 Total: \$ _____

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement.

| Check Number or Date | Amount | Check Number or Date | Amount |
|----------------------|--------|----------------------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Step 4 Total: -\$ _____

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: \$ _____

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit 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.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC

21147 BEX Z 32514 C
M C BURTON MD JR
10214 N 44TH ST
PHOENIX AZ 85028-4138

\$ _____ Amount Enclosed
Make your check payable to: Chase Card Services



CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

500016028 35921770359368



Manage your account online:
www.chase.com/southwest

Customer Service:
1-800-792-0001

Mobile: Visit chase.com
on your mobile browser

ACCOUNT SUMMARY

Account Number: [REDACTED] 5936

| | |
|--------------------|-------------------|
| Previous Balance | \$3,464.01 |
| Payment, Credits | -\$10,383.00 |
| Purchases | +\$8,871.34 |
| Cash Advances | \$0.00 |
| Balance Transfers | \$0.00 |
| Fees Charged | \$0.00 |
| Interest Charged | \$0.00 |
| New Balance | \$1,952.35 |

| | |
|----------------------|---------------------|
| Opening/Closing Date | 10/22/14 - 11/21/14 |
| Credit Access Line | \$6,500 |
| Available Credit | \$4,547 |
| Cash Access Line | \$1,300 |
| Available for Cash | \$1,300 |

| | |
|-------------------------------------|--------|
| Past Due Amount | \$0.00 |
| Balance over the Credit Access Line | \$0.00 |

PAYMENT INFORMATION

| | |
|---------------------|------------|
| New Balance | \$1,952.35 |
| Payment Due Date | 12/18/14 |
| Minimum Payment Due | \$25.00 |

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APR's will be subject to increase to a maximum Penalty APR of 29.99%.

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

| If you make no additional charges using this card and each month you pay... | You will pay off the balance shown on this statement in about... | And you will end up paying an estimated total of... |
|---|--|---|
| Only the minimum payment | 10 years | \$3,344 |
| \$66 | 3 years | \$2,379 (Savings=\$965) |

If you would like information about credit counseling services, call 1-866-797-2885.

YOUR ACCOUNT MESSAGES

& Item was transferred from lost / stolen account.

SOUTHWEST AIRLINES RAPID REWARDS CARD SUMMARY

| | | |
|--|-------|---|
| + 2X Pts for Southwest and AirTran purchases | 0 | For more information about your rewards program call |
| + 2X Points for Partner purchases | 835 | 1-800-792-0001 or visit www.chase.com/southwest . To |
| + Points earned on purchases | 8,183 | make Southwest flight reservations call |
| - Total Rapid Rewards transf. to Southwest | 9,018 | 1-800-I-FLY-SWA. |

Earn 2 Rapid Rewards® Points per \$1 spent on flights purchased directly through Southwest Airlines® or AirTran® Airways and on participating Rapid Rewards and A+ Rewards Hotel and Rental Car partner purchases. Escape faster by earning 1 Rapid Rewards Point on all other purchases.

ACCOUNT ACTIVITY

| Date of Transaction | Merchant Name or Transaction Description | \$ Amount |
|---------------------|--|-----------|
|---------------------|--|-----------|

PAYMENTS AND OTHER CREDITS





| | | |
|-------|--|-----------|
| 11/03 | Payment Thank You - Automated Phone | -5,110.99 |
| 11/10 | FRYS-MKTPLACE #612 PHOENIX AZ | -20.70 |
| 11/17 | Case 2:10-bk-34288-GBN Doc 179 Filed 01/06/15 Entered 01/06/15 14:30:20 Desc | -5,000.00 |
| 07/23 | PRIDE SERVICE CENTER TWA PHOENIX AZ | -20.13 |

Case 2:10-bk-34288-GBN Doc 194 Filed 03/03/15 Entered 03/03/15 16:00:08 Desc
Main Document Page 11 of 29

*Home Phone: _____ *Work Phone: _____
 E-mail Address: _____

*When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us and companies working on our behalf to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. Message and data rates may apply. You may contact us anytime to change these preferences.

To contact us regarding your account:

| | | | | |
|---|--|---|---|---|
|  | By Telephone: In U.S. 1-800-792-0001 Español 1-888-446-3308 TTY 1-800-855-8060 Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-8200 |  |  |  |
| | Send Inquiries to: P.O. Box 15298 Wilmington, DE 19850-5298 | | | |

Information About Your Account

Crediting of Payments: You may make payments by any of the options listed below. The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments by regular U.S. mail. Send your payment to the Payments address shown on this statement. Your payments by mail must comply with the instructions on this statement. Do not send cash. Write your Account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window; the envelope cannot contain more than one payment or coupon; and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day by 5:00 p.m. local time at our Payments address on this statement, we will credit the payment to your Account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 5:00 p.m. local time at the Payments address on this statement, we will credit it to your Account as of the next calendar day.

You may make payments electronically through our website shown on this statement. If we receive your completed request on our website by 8 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 8 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported to Credit Bureaus: We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the inquiries address shown on this statement.

Notice About Electronic Check Conversion: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

Annual Renewal Notice: If your Account Agreement has an annual membership fee and/or similar charge for issuance or a validity of your account, it will be billed each year or in monthly or quarterly installments. This fee and/or charge are owed whether or not you use your Account, and you agree to pay them when billed. The annual fee and charge are non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual fee or charge is billed and at the same time, you pay your outstanding balance in full. If you do this, for a charge billed more often than annually such as a monthly service charge, you will not owe the last billed charge; however, prior billed charges are non-refundable and must be paid as part of paying your outstanding balance in full. Your payment of the annual fee or charge does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, we will continue to impose the annual fee and/or charge until you pay your outstanding balance in full and terminate your Account relationship.

Calculation of Balance Subject to Interest Rate: To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method including new transactions, and our periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method including new transactions. For an explanation of these methods, or

cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

We add transactions and fees to your daily balance no earlier than:

- 1) the date of the transaction - for new purchases, balance transfers, overdraft advances or cash advances;
- 2) the date the payee deposits the check - for new cash advance checks or balance transfer checks;
- 3) the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose - for fees

How to Avoid Paying Interest on Purchases: Your due date will be a minimum of 21 days after the close of each billing cycle. If you pay your account in full each billing period by the date and time due, no interest is charged on new purchases month to month. Also, we will not impose interest charges on any portion of a purchase balance you repay while that balance is subject to an interest-free period. Subject to any interest-free period for new purchases, we will begin charging interest from the date a transaction (including any balance transfer, cash advance or overdraft advance), fee or interest charge is added to your daily balance until your account is paid in full. Because we apply payments in excess of your minimum payment first to higher rate balances, you may not be able to avoid interest charges on new purchases if you have another balance at a higher interest rate unless you pay your balance in full each month.

What to Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15298 Wilmington, DE 19850-5298. You may also contact us on the web at chase.com.

In your letter, give us the following information:

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

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing or on the web at chase.com. 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.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash, ACH, or from an ATM, or that you did not receive your credit card Account do not qualify.

FBI/DOJ

| | | |
|-------|--|--------|
| 10/22 | DTV*DIRECTV SERVICE 800-347-3288 CA | 130.24 |
| 10/21 | & HAND AND STONE PHOENIX 602-992-2268 AZ | 49.95 |
| 10/24 | SUBWAY 00072348 PHOENIX AZ | 9.21 |
| 10/24 | USPS 03637400833804345 PHOENIX AZ | 18.72 |
| 10/25 | ESQUIRE BARBER & BEAUTY S PHOENIX AZ | 50.00 |
| 10/23 | & POWERPICK ARIZONA 602-995-9200 AZ | 10.00 |
| 10/24 | SPLENDID NAILS PHOENIX AZ | 28.00 |
| 10/26 | ROSCOES HOUSE OF CHICK LOS ANGELES CA | 76.85 |
| 10/25 | SHELL OIL 50408160047 BLYTHE CA | 80.23 |
| 10/25 | MCDONALD'S F3112 BLYTHE CA | 7.58 |
| 10/27 | RENAISSANCE HOTELS 9671T LOS ANGELES CA | 279.66 |
| 10/27 | SURGICAL SPECIALTY HOSPIT PHOENIX AZ | 45.69 |
| 10/26 | SHELL OIL 57442724605 CALIMESA CA | 74.00 |
| 10/27 | USAA P&C PREMIUM 800-531-8111 TX | 223.73 |
| 10/27 | RENAISSANCE HOTELS 9671T LOS ANGELES CA | 137.59 |
| 10/24 | & POWERPICK ARIZONA 602-995-9200 AZ | 4.00 |
| 10/28 | FRYS-MKTPLACE #612 PHOENIX AZ | 25.00 |
| 10/28 | FRYS FUEL #7121 PHOENIX AZ | 60.94 |
| 10/27 | BASHAS' #015 PHOENIX AZ | 1.52 |
| 10/27 | & POWERPICK ARIZONA 602-995-9200 AZ | 10.00 |
| 10/28 | ARBYS 1274 PHOENIX AZ | 6.16 |
| 10/29 | ALBERTSONS #0970 PHOENIX AZ | 24.76 |
| 10/30 | FRYS-FOOD-DRG #101 TEMPE AZ | 4.01 |
| 10/30 | FRYS FUEL #7101 TEMPE AZ | 37.01 |
| 10/29 | TACO BELL #22364 PHOENIX AZ | 2.70 |
| 10/30 | FRYS-FOOD-DRG #0081 PHOENIX AZ | 28.96 |
| 10/30 | BURGER KING #5241 PHOENIX AZ | 3.03 |
| 10/31 | 5 & DINER - PARADISE V PHOENIX AZ | 12.02 |
| 10/30 | FRYS-MKTPLACE #607 TEMPE AZ | 37.13 |
| 11/01 | WHATABURGER 761 Q26 PHOENIX AZ | 7.68 |
| 10/30 | MY NAILS SALON LLC PHOENIX AZ | 60.00 |
| 10/30 | SAFEWAY STORE00015917 PHOENIX AZ | 10.07 |
| 10/30 | STAPLES 00103952 PHOENIX AZ | .48 |
| 10/30 | CAREMARK MAIL 888-892-7227 IL | 15.00 |
| 11/01 | ADTSECURITY MYADT.COM 800-238-2455 FL | 22.99 |
| 11/01 | WHATABURGER 585 Q26 PHOENIX AZ | 10.86 |
| 10/30 | & POWERPICK ARIZONA 602-995-9200 AZ | 10.00 |
| 11/01 | CAREMARK MAIL 888-892-7227 IL | 15.00 |
| 11/01 | BASHAS' #015 PHOENIX AZ | 4.78 |
| 11/02 | FRYS-MKTPLACE #612 PHOENIX AZ | 15.99 |
| 11/01 | SEARS ROEBUCK 8038 EL CAJON CA | 65.00 |
| 11/01 | CAROLINA'S MEXICAN FOO PHOENIX AZ | 4.22 |
| 11/01 | CAROLINA'S MEXICAN FOO PHOENIX AZ | 7.58 |
| 11/03 | 99-CENTS-ONLY #0133 TEMPE AZ | 5.28 |
| 11/03 | STARBUCKS #06954 PHOENIX Phoenix AZ | 4.60 |
| 11/03 | FRYS-MKTPLACE #612 PHOENIX AZ | 31.84 |
| 11/03 | FRYS-MKTPLACE #612 PHOENIX AZ | 30.54 |
| 11/02 | THE OLIVE GARD00012344 SCOTTSDALE AZ | 49.25 |
| 11/03 | FRYS FUEL #7101 TEMPE AZ | 37.01 |
| 11/02 | ARBYS 1274 PHOENIX AZ | 21.74 |
| 11/04 | FRYS-MKTPLACE #612 PHOENIX AZ | 11.59 |
| 11/04 | FRYS-MKTPLACE #612 PHOENIX AZ | 25.00 |
| 11/04 | FASTMED URGENT CARE CORP GILBERT AZ | 50.00 |
| 11/03 | SAFEWAY STORE00026518 PHOENIX AZ | 51.18 |
| 11/04 | COX*PHOENIX COMM SERV 602-277-1000 AZ | 73.62 |
| 11/04 | PANDA EXPRESS #1553 PHOENIX AZ | 7.14 |
| 11/04 | WAL-MART #5768 TEMPE AZ | 7.88 |
| 11/03 | & POWERPICK ARIZONA 602-995-9200 AZ | 15.00 |
| 11/04 | WHATABURGER 761 Q26 PHOENIX AZ | 13.67 |

Case 2:10-bk-34288-GBN Doc 179 Filed 01/06/15 Entered 01/06/15 14:30:20 Desc

Main Document Page 13 of 31

Case 2:10-bk-34288-GBN Doc 194 Filed 03/03/15 Entered 03/03/15 16:00:08 Desc

Main Document Page 13 of 29

| | | |
|-------|---|----------|
| 11/04 | & POWERPICK ARIZONA 602-995-9200 AZ | 4.00 |
| 11/06 | SONIC DRIVE IN#4107 TEMPE AZ | 14.24 |
| 11/07 | CITY OF PHX WATER SRVS 602-262-6251 AZ | 324.13 |
| 11/08 | FRYS-MKTPLACE #612 PHOENIX AZ | 31.07 |
| 11/08 | ALBERTSONS #0970 PHOENIX AZ | 58.71 |
| 11/06 | DELTA DENTAL OF ARIZON 888-8993734 AZ | 144.70 |
| 11/07 | AUTOZONE #2752 PHOENIX AZ | 19.91 |
| 11/07 | DTV*DIRECTV SERVICE 800-347-3288 CA | 130.98 |
| 11/07 | SONIC DRIVE IN#4107 TEMPE AZ | 9.66 |
| 11/07 | & AT&T DATA 800-331-0500 GA | 30.00 |
| 11/08 | TACO BELL #22364 PHOENIX AZ | 4.86 |
| 11/09 | FRYS-MKTPLACE #612 PHOENIX AZ | 12.10 |
| 11/09 | ALBERTSONS #0970 PHOENIX AZ | 14.74 |
| 11/09 | WM SUPERCENTER #1598 PHOENIX AZ | 131.11 |
| 11/09 | JACK IN THE BOX #0112 PHOENIX AZ | 8.11 |
| 11/09 | SARKU JAPAN 204 SCOTTSDALE AZ | 17.02 |
| 11/09 | JOHNNY ROCKETS - FS#17 SCOTTSDALE AZ | 11.31 |
| 11/10 | FRYS FUEL #7101 TEMPE AZ | 39.00 |
| 11/10 | FRYS-MKTPLACE #612 PHOENIX AZ | 28.19 |
| 11/09 | FOOT LOCKER 08174 SCOTTSDALE AZ | 43.17 |
| 11/10 | FRYS-MKTPLACE #612 PHOENIX AZ | 8.31 |
| 11/10 | FRYS-MKTPLACE #612 PHOENIX AZ | 25.00 |
| 11/08 | & POWERPICK ARIZONA 602-995-9200 AZ | 10.00 |
| 11/10 | SAFEWAY STORE00015917 PHOENIX AZ | 4.25 |
| 11/10 | SONIC DRIVE IN#4107 TEMPE AZ | 10.90 |
| 11/11 | CHILI'S PARADISE VALLEY PHOENIX AZ | 37.60 |
| 11/10 | FOOD CITY #162 PHOENIX AZ | 8.97 |
| 11/12 | FRYS-MKTPLACE #612 PHOENIX AZ | 20.51 |
| 11/12 | FRYS-MKTPLACE #612 PHOENIX AZ | 12.48 |
| 11/12 | TACO BELL #22364 PHOENIX AZ | 2.70 |
| 11/13 | POLICE CODE ALARMS PHOENIX AZ | 17.00 |
| 11/13 | UNIQUE VAC/REP OF SANDAL 3052841300 FL | 3,007.40 |
| 11/13 | FIREHOUSE SUBS #82 PHOENIX AZ | 6.71 |
| 11/13 | SCOTTSDALE HEALTHC 480-882-4621 AZ | 100.00 |
| 11/12 | WHATABURGER 221 Q26 TEMPE AZ | 5.77 |
| 11/14 | CITY OF PHX WATER SRVS 602-262-6251 AZ | 50.00 |
| 11/14 | COLORFUL NAILS TEMPE AZ | 20.00 |
| 11/14 | CORNER STORE 1622 PHOENIX AZ | 31.00 |
| 11/14 | SONORA QUEST* LABS 602-685-5501 AZ | 50.00 |
| 11/14 | WM SUPERCENTER #4293 PHOENIX AZ | 2.41 |
| 11/15 | LITTLE PEKING PHOENIX AZ | 19.75 |
| 11/14 | FRYS-MKTPLACE #612 PHOENIX AZ | 65.48 |
| 11/15 | BURGER KING PHOENIX AZ | 3.02 |
| 11/16 | SQUEAKY CLEAN CAR WASH PHOENIX AZ | 9.99 |
| 11/14 | VERIZON WRLS W3142-01 PHOENIX AZ | 221.31 |
| 11/15 | BUFFALO WILD WINGS 0489 SCOTTSDALE AZ | 55.23 |
| 11/16 | ALBERTSONS #0970 PHOENIX AZ | 24.61 |
| 11/17 | CORRAL CLEANERS PHOENIX AZ | 45.58 |
| 11/18 | FRYS FUEL #7121 PHOENIX AZ | 50.00 |
| 11/18 | ARIZONA PUBLICSRVEZPAY 800-253-9405 AZ | 511.95 |
| 11/17 | SAFEWAY STORE00012021 PHOENIX AZ | 21.62 |
| 11/17 | SWEET TOMATOES 36 Q14 TEMPE AZ | 20.08 |
| 11/18 | AN ELEGANT SMILE PHOENIX AZ | 760.00 |
| 11/19 | 99-CENTS-ONLY #0133 TEMPE AZ | 3.24 |
| 11/19 | JACK IN THE BOX #1116 PHOENIX AZ | 3.56 |
| 11/19 | STARBUCKS #10800 SCOTTSDA Scottsdale AZ | 9.82 |
| 11/18 | HARVEY'S WINEBURGER PHOENIX AZ | 11.83 |
| 11/18 | SONIC DRIVE IN#4107 TEMPE AZ | 8.42 |
| 11/19 | ALBERTSONS #0970 PHOENIX AZ | 19.81 |
| 11/19 | FRYS-MKTPLACE #612 PHOENIX AZ | 2.80 |

RRMS

you may have received.

INTEREST CHARGES

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

| Balance Type | Annual Percentage Rate (APR) | Balance Subject To Interest Rate | Interest Charges |
|--------------------------|------------------------------|----------------------------------|------------------|
| PURCHASES | | | |
| Purchases | 13.24% (v) | -0- | -0- |
| CASH ADVANCES | | | |
| Cash Advances | 19.24% (v) | -0- | -0- |
| BALANCE TRANSFERS | | | |
| Balance Transfer | 13.24% (v) | -0- | -0- |

31 Days in Billing Period

(v) = Variable Rate

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

KMG



TrueEarnings[®] Business Card

KENNEDY REST LLC AZ
M. C. BURTON
Closing Date 11/23/14 Next Closing Date 12/24/14



Account Ending 01003

| | |
|----------------------------|-----------------------------|
| New Balance | \$77.57 |
| Minimum Payment Due | \$35.00 |
| Payment Due Date | 12/18/14[‡] |

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

Cash Back Reward
As of Oct 2014

\$159.49

Get your latest balances online.
Enroll at americanexpress.com/register

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

| If you make no additional charges and each month you pay... | You will pay off the balance shown on this statement in about... | And you will pay an estimated total of... |
|---|--|---|
| Only the Minimum Payment Due | 3 months | \$80 |

Account Summary

| | |
|------------------|-------------|
| Previous Balance | \$832.62 |
| Payments/Credits | -\$1,088.54 |
| New Charges | +\$333.49 |
| Fees | +\$0.00 |
| Interest Charged | +\$0.00 |

| | |
|----------------------------|----------------|
| New Balance | \$77.57 |
| Minimum Payment Due | \$35.00 |

| | |
|--------------------|------------|
| Credit Limit | \$1,100.00 |
| Available Credit | \$1,022.43 |
| Cash Advance Limit | \$200.00 |
| Available Cash | \$200.00 |

Days in Billing Period: 30

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

- ➔ See page 2 for important information about your account.
- ➔ See Page 9 for Important Changes to Your Account Terms
- ➔ See Page 11 for Important Changes to OPEN Savings partners

Customer Care

Pay by Computer
open.com/pbc

Customer Care **Pay by Phone**
1-888-708-8128 1-800-472-9297

➔ See page 2 for additional information.

Continued on Page 3

Payment Coupon
Do not staple or use paper clips

Pay by Computer
open.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 5-01003
Enter account number on all documents.
Make check payable to American Express.

M. C. BURTON
KENNEDY REST LLC AZ
10214 N 44TH ST
PHOENIX AZ 85028-4138

| | |
|------------------|-----------------|
| Payment Due Date | 12/18/14 |
| New Balance | \$77.57 |
| AutoPay Amount | \$77.57 |

Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
BOX 0001
LOS ANGELES CA 90096-8000

\$ _____
Amount Enclosed

M. C. BURTON

Account Ending 003

p. 2/15

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.


How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Care number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*


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

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. **We will charge a fee of 2.7% of the converted US dollar amount.** We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

| | | | |
|---|--|----------------|-------------------------|
|  | Customer Care & Billing Inquiries | 1-888-708-8128 | Hearing Impaired |
| | International Collect | 1-623-492-8427 | TTY: 1-800-221-9950 |
| | Large Print & Braille Statements | 1-888-708-8128 | FAX: 1-800-695-9090 |
| | Lost or Stolen Card | 1-800-492-3344 | In NY: 1-800-522-1897 |
| | Cash Advance at ATMs Inquiries | 1-800-CASH-NOW | |

| | | |
|---|--|--|
|  | Website: americanexpress.com | |
| | Mobile Site: amexmobile.com | |
| Customer Care & Billing Inquiries | Payments | |
| P.O. BOX 981535 | BOX 0001 | |
| EL PASO, TX | LOS ANGELES CA | |
| 79998-1535 | 90096-8000 | |

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

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

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



TrueEarnings® Business Card
KENNEDY REST LLC AZ
M. C. BURTON
Closing Date 11/23/14



Account Ending 003

ⓘ We will debit your bank account for your payment of \$77.57 on 12/11/14. This date may not be the same date your bank will debit your bank account. Any inquiry to American Express concerning this debit should be made by 12/09/14. If your AutoPay payment is less than your Minimum Payment Due, we must receive an additional payment for at least the difference by 12/18/14.

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

Payments and Credits
Summary

| | Total |
|-----------------------------------|--------------------|
| Payments | -\$1,088.54 |
| Credits | \$0.00 |
| Total Payments and Credits | -\$1,088.54 |

Detail *Indicates posting date

| Payments | Amount |
|---|-------------|
| 11/03/14* M. C. BURTON CUSTOMER SERVICE PAYMENT THANK YOU | -\$1,088.54 |

New Charges
Summary

| | Total |
|------------------------------|-----------------|
| SANDRA KENNEDY-BURTO 5-01029 | \$333.49 |
| Total New Charges | \$333.49 |

Detail

SANDRA KENNEDY-BURTO
Card Ending 5-01029

| | Amount |
|---|----------|
| 10/23/14 EUREKA CO TXPMT 8829EUREKA NV TAX PAYMENT | \$25.32 |
| 10/23/14 PNP EUREKA CO TXFEE EUREKA NV TAX PAYMENT | \$2.00 |
| 10/24/14 CORRAL CLEANERS 0080PHOENIX AZ 602-276-2409 Description DRY CLEANING/LAUNDR | \$109.03 |
| 10/24/14 FRYS FUEL #7101 00005205726040 5205726040 AUTOMATED FUEL | \$39.00 |
| 10/24/14 FRYS-MKTPLACE #612 05205726040 5205726040 GROCERY STORES | \$43.12 |

M. C. BURTON

Account Ending [REDACTED] 003

p. 4/15

Detail Continued

| | | | Amount |
|----------|--|----|---------|
| 10/26/14 | WAL-MART SUPERCENTERPALM DESERT DISCOUNT STORE | CA | \$30.46 |
| 10/27/14 | FRYS-FOOD-DRG #101 05205726040 5205726040 GROCERY STORES | | \$6.99 |
| 11/13/14 | COSTCO WHSE #1058 00PHOENIX 4803087044 | AZ | \$28.82 |
| 11/21/14 | COSTCO WHSE #1058 00PHOENIX 4803087044 | AZ | \$48.75 |

Fees

| | | Amount |
|-----------------------------------|--|---------------|
| Total Fees for this Period | | \$0.00 |

Interest Charged

| | | Amount |
|---|--|---------------|
| Total Interest Charged for this Period | | \$0.00 |

About Trailing Interest

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

| 2014 Fees and Interest Totals Year-to-Date | | Amount |
|---|--|---------|
| Total Fees in 2014 | | \$35.00 |
| Total Interest in 2014 | | \$24.65 |



TrueEarnings® Business Card
KENNEDY REST LLC AZ
M. C. BURTON
Closing Date 11/23/14



p. 5/15

Account Ending ████████003

Interest Charge Calculation

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

| | Annual Percentage Rate | Balance Subject to Interest Rate | Interest Charge |
|---------------|-------------------------------|---|------------------------|
| Purchases | 27.24% (v) | \$0.00 | \$0.00 |
| Cash Advances | 27.24% (v) | \$0.00 | \$0.00 |
| Total | | | \$0.00 |

(v) Variable Rate

M. C. BURTON

Account Ending ██████████003

p. 6/15



KENNEDY REST LLC AZ
M. C. BURTON
Closing Date 11/23/14

Account End 003

| Cash Back Reward Summary | Total Cash Back as of Oct 2014 Billing Period Charges |
|----------------------------------|--|
| Beginning Reward Balance | +\$124.25 |
| Reward Amount Earned* | +\$35.24 |
| Total Reward Year To Date | +\$159.49 |

*Charges on this billing statement are not reflected in the Rewards Summary information. Reward Amount Earned is pending until the minimum payment has been made.

Reward Details

| Rewards for Oct 2014 Billing Period Charges | Qualified Spend | Cash Back Reward |
|--|------------------------|-------------------------|
| U.S. Gas Stations | \$41.01 @4% | \$1.64 |
| U.S. Restaurants | \$325.35 @2% | \$6.51 |
| Eligible Travel Purchases | \$0.00 @2% | \$0.00 |
| Other Eligible Purchases | \$2,708.29 @1% | \$27.09 |
| Total Reward This Period | \$3,074.65 | \$35.24 |
| Total Reward Year To Date | \$10,376.14 | \$159.49 |

Important Messages

Remember to pay at least the Minimum Payment Due by the Payment Due Date for eligible purchases on this statement to count towards your annual reward and to avoid late fees.

M. C. BURTON

Account Ending [REDACTED] 03

p. 8/15



TrueEarnings® Business Card

KENNEDY REST LLC AZ
M. C. BURTON
Closing Date 11/23/14



p. 9/15

Account Ending [redacted] 1003

Important Changes to Your Account Terms

We are making changes to the American Express Cardmember Agreement ("Agreement") and other terms governing your account. We urge you and any Additional Cardmembers on your account to read the below notice carefully and file it along with your Agreement in a safe place for future reference.

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

See reverse side for detailed changes.

S33N4

BP/POCSTLW/1114

M. C. BURTON

Account Ending [REDACTED] 003

p. 10/15

Detail of Changes to Your Account Terms

The terms of the account referenced in or with this notice are subject to change in accordance with the Cardmember Agreement, (the "Agreement"). This notice formally amends the Agreement as described below. Any terms in the Agreement conflicting with these changes is replaced fully and completely. Terms not changed by this notice remain in full force and effect. We encourage you to read this notice, share it with Additional Cardmembers on your account, and file it for future reference. If you have any questions about these changes, please call the number on the back of your Card.

Late Payment Fee and Returned Payment Fee

Effective March 1, 2015:

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

Determining the Prime Rate

Effective February 1, 2015, the *Determining the Prime Rate* section of Part 2 of the Cardmember Agreement is amended by deleting the first sentence and replacing it with:

"We use the Prime Rate from the rates section of *The Wall Street Journal*."

S33N4

BP/POCSTLW/1114



TrueEarnings® Business Card

KENNEDY REST LLC AZ
M. C. BURTON
Closing Date 11/23/14



Account Ending ██████████003

Notice of Important Changes to Your OPEN Savings® Benefit

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

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

Continued on next page

S02N4

BP/OPENSVG/1114

M. C. BURTON

Account Ending 1003

p. 12/15

Detail of Changes to Your OPEN Savings® Benefit Terms

The terms of the account referenced in or with this notice are subject to change in accordance with the OPEN Savings Benefit Terms ("Terms"). This notice formally amends the Terms as described below. Any terms conflicting with these changes are replaced fully and completely. Terms not changed by this notice remain in full force and effect. We encourage you to read this notice, share it with additional Cardmembers on your account, and file it for future reference. If you have any questions about these changes, please call the number on the back of your Card.

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

HP Home & Home Office Store

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

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

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

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

Here is how it works:

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

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

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

Hertz

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

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

S02N4

BP/OPENSVG/1114



TrueEarnings® Business Card

KENNEDY REST LLC AZ
M. C. BURTON
Closing Date 11/23/14



Account Ending 003

Here is how it works:

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

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

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

S02N4

BP/OPENSVG/1114