

WASHINGTON DC

September 29, 2008

Account No.:

Dear _____,

This letter confirms our conversation to settle the above-referenced account. Your current balance is \$5,539.34. We will accept \$1,150.00 as settlement on this account. Each future installment is listed below.

| <u>Settlement Installment</u> | <u>Installment Due Date</u> |
|-------------------------------|-----------------------------|
| \$190.00 | September 30, 2008 |
| \$203.00 | October 31, 2008 |
| \$191.00 | November 29, 2008 |
| \$210.00 | December 31, 2008 |
| \$205.00 | January 31, 2009 |
| \$151.00 | February 20, 2009 |

By completing this payment plan, your account will be considered settled. You will not be obligated to pay the remaining balance, provided no additional charges appear on this account after the date of this letter. Also, any future account activity that results in a credit balance will become the property of Bank of America. Any violation of this agreement will result in the full balance being due immediately. All payments must be received by the above stated due dates.

If the remaining amount is equal to or greater than \$600.00, we are required by federal law Internal Revenue Service (IRS) section 6050P to report this amount. You will be receiving a Form 1099-C from Bank of America no later than next January 31. If you have any questions regarding your personal taxes, we recommend that you consult a certified public accountant or other tax professional.