

07-317-CD

Worldwide Asset vs John Martin

Worldwide Asset vs John Martin  
2007-317-CD 317-CD

FILED *01/05/00 AM*  
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William A. Shaw  
Prothonotary/Clerk of Courts

Attorney for Plaintiff

WORLDWIDE ASSET PURCHASING, LLC : IN THE COURT OF COMMON PLEAS  
9911 Covington Cross Dr., Las Vegas NV 89144

Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

v.  
JOHN K MARTIN : NO. 2007-317-CJ

62 Cranberry Lane, Osceola Mills PA 16666

Defendant : CIVIL ACTION - LAW

**Complaint - Notice**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**LAWYER REFERENCE AND INFORMATION SERVICE**

David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone No. 814-765-2641 Ext. 5982

73576

BURTON NEIL & ASSOCIATES, P.C.

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1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
(610) 696-2120  
Attorney for Plaintiff

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WORLDWIDE ASSET PURCHASING, LLC  
9911 Covington Cross Drive  
Las Vegas, NV 89144

Plaintiff  
v.

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO.

JOHN K. MARTIN  
62 Cranberry Lane  
Osceola Mills, PA 16666  
Defendant

: CIVIL ACTION - LAW

**Complaint**

1. The plaintiff is Worldwide Asset Purchasing LLC, a business corporation, with place of business located at 9911 Covington Cross Drive, Las Vegas, Nevada.

2. The defendant is John K. Martin, who resides at 62 Cranberry Lane, Osceola Mills, Clearfield County, Pennsylvania.

3. On or about August 5, 1996, defendant applied to Direct Merchants Bank (hereafter DMB) for a credit card. Defendant's application is no longer accessible to plaintiff because of the age of the document. The substance of the application, it is believed and averred, set forth

defendant's full name, address, social security number, home telephone number, date of birth, occupation, employment information and earnings.

4. Pursuant to the application, DMB on or about August 5, 1996, opened an account for defendant with account number 5458003701877862.

5. DMB mailed defendant a credit card with said account number for the account together with terms and conditions (the card agreement) which defendant received.

6. Defendant used the credit card he received from DMB.

7. Each month DMB would send defendant a billing statement which reflected the account activity for the prior month including debits and credits to the account. Attached hereto, made a part hereof and collectively marked Exhibit A are copies of monthly billing statements for the period February 18, 2004 through February 17, 2005. Billing statements prior to February 18, 2004 are not accessible to plaintiff. However, the detail in the statements would be similar in format to that in Exhibit A.

8. The aforesaid card agreement which DMB sent to defendant with the credit card is no longer accessible to plaintiff. Subsequent to its being issued, the agreement was subsequently revised and modified. Attached hereto, made a part hereof and marked Exhibit B is a copy of the DMB agreement effective in July 1996. The substance of prior versions of the card agreement is reflected in Exhibit B.

9. DMB kept accurate running records of all debits and credits to defendant's account.

10. DMB mailed to defendant the aforesaid monthly billing statements which accurately stated the previous balance, the debits and the credits to the account for the prior billing period, the new balance and minimum amount due.

11. As noted in the statements, defendant's conduct after receipt of the statement was reflected by his making payment to DMB with the entry "PAYMENT - THANK YOU" and the amount of the payment.

12. Defendant last made a payment to DMB on July 9, 2004.

13. Defendant last used the credit card to make a purchase on June 11, 2004.

14. The last statement plaintiff mailed to defendant was dated February 22, 2006.

15. In using the credit card he received from DMB, defendant agreed to pay in full the new balance reflected on the billing statement or pay the minimum amount due reflected on the statement. The Exhibit A statements reflect the payments made by defendant.

16. Defendant after receipt of the February 17, 2005 statement failed to pay either the balance in full or minimum amount due.

17. On or about March 17, 2005, defendant's account with DMB was sold by DMB's parent company Metris Companies, Inc. to plaintiff. A copy of the bill of sale and assignment of the account to plaintiff is attached hereto, made a part hereof and is marked Exhibit C.

**Count I - Breach of Contract  
(In the Alternative to Count II)**

18. Plaintiff incorporates by reference the averments of paragraphs 1 through 17.

19. Defendant's conduct in failing to pay the balance in full or pay the minimum amount due to DMB as reflected in the billing statement constituted a breach of the card agreement.

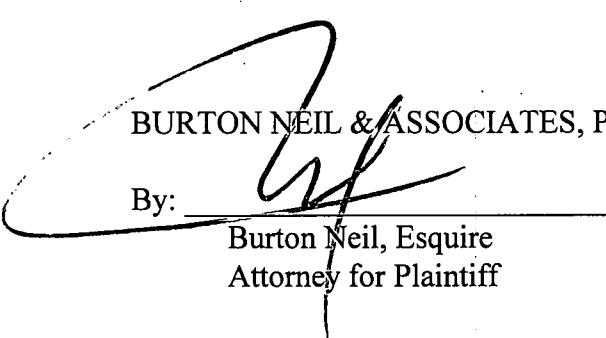
20. Having breached the agreement defendant is liable to plaintiff for the balance due as reflected in the billing statement dated February 17, 2005 in the sum of \$9,373.05.

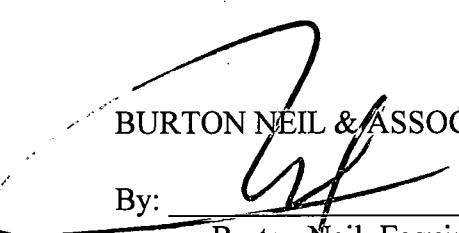
WHEREFORE, plaintiff prays that judgment be entered on its behalf and against defendant on Count I in the sum of \$9,373.05 and the cost of this action.

**Count II - Account Stated  
(In the alternative to Count I)**

21. Plaintiff incorporates by reference the averments of paragraphs 1 through 17.
22. As aforesaid, DMB maintained a running account of the activity in defendant's credit card account.
23. As aforesaid, each month DMB mailed defendant a billing statement which reflected the account activity.
25. As reflected in the Exhibit A monthly billing statements, defendant received the billing statement dated June 17, 2004 and after reviewing the same mailed a payment to DMB on July 9, 2004 thereby assenting to the account. This payment is reflected in the statement dated July 20, 2004.
26. Defendant's actions as set forth above constituted an account stated between the DMB and defendant for the sum of \$7,355.83 being the balance in the June 17, 2004 statement less defendant's payment of \$189.00.

WHEREFORE, plaintiff prays that judgment be entered on its behalf and against defendant on Count II (in the alternative to Count I) in the sum of \$7,355.83 and the cost of this action.

  
BURTON NEIL & ASSOCIATES, P.C.

By: 

Burton Neil, Esquire  
Attorney for Plaintiff

In making this communication, we advise our firm is a debt collector.

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TULSA OK 74121-1550

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MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
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STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
02/18/04	7,214.48	182.00	0.00	03/14/04	\$

New address or email? Check box. See reverse side.

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PAYMENT CENTER  
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SYNTHIA MARTIN  
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TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
<b>PAYMENTS AND CREDITS</b>					
01/22	01/22	8545800D6026803NYM	PAYMENT - THANK YOU	185.00	
02/11	02/11	8545800DS02B077ZTM	PAYMENT - THANK YOU	182.00	
<b>PURCHASES, CASH ADVANCES &amp; FEES</b>					
*FINANCE CHARGE*				PURCHASES \$87.16 CASH ADVANCE \$24.04	111.20

YOUR ACCOUNT SUMMARY - FEBRUARY 2004

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY	
ACCOUNT NUMBER	5458 0037 0167 7862	TOTAL CREDIT LINE	\$ 7800	PREVIOUS BALANCE	\$ 7537.28
NEW BALANCE	7274.48	TOTAL AVAILABLE CREDIT	625	PURCHASES	+ 0.00
MINIMUM PAYMENT DUE	182.00	CASH ADVANCE CREDIT LIMIT*	780	CASH ADVANCES	+ 0.00
AMOUNT PAST DUE	0.00	CASH ADVANCE AVAILABLE CREDIT	625	CREDITS	- 0.00
PAYMENT MUST BE		OVERLIMIT AMOUNT	150	PAYMENTS	- 374.00
RECEIVED BY	MAR 14, 2004	*CASH ADVANCE CREDIT LIMIT	780	OTHER	+ 0.00
		PORTION OF YOUR TOTAL CREDIT LINE		FINANCE CHARGE	+ 111.20
				NEW BALANCE	- 7274.48

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FROM OUTSIDE THE U.S. CALL COLLECT: 904-971-8971 HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967  
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A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	8098.92	.04928 %	17.99 %	87.16	17.99 %		
CASH ADVANCES	1261.45	.06572 %	23.99 %	24.04	23.99 %	29	FEB 18, 2004

5994 0014 XPD 2 7 13 040218 Page 1 of 1 8800 3700 7178 01AK5994 3834

Protect yourself from identity theft.  
Don't share your card numbers.  
Don't let others use them.  
Monitor your bills for unexplained charges.  
Report problems to your credit card immediately.  
Find more tips at [www.MoneyABC.com](http://www.MoneyABC.com)

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— EXHIBIT —

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MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK

YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0187 7862

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
03/18/04	7,202.48	181.00	0.00	04/12/04	\$

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 17036  
BALTIMORE, MD 21297-0448

JOHN K MARTIN  
CYNTHIA MARTIN  
RR 1 BOX 580  
OSCEOLA MILLS PA 16666-9626

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TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
PAYMENTS AND CREDITS					
03/10 03/10	8545800EN01XS3J79M		PAYMENT - THANK YOU	182.00	
PURCHASES, CASH ADVANCES & FEES					
			*FINANCE CHARGE*	PURCHASES \$85.67 CASH ADVANCE \$24.33	110.00

YOUR ACCOUNT SUMMARY - MARCH 2004

ACCOUNT AND PAYMENT INFORMATION	CREDIT LINE INFORMATION	ACCOUNT SUMMARY
ACCOUNT NUMBER 5458 0037 0187 7862	TOTAL CREDIT LINE \$ 7800	PRIOR TO BALANCE \$ 7274.48
NEW BALANCE 7202.48	TOTAL AVAILABLE CREDIT 597	PURCHASES + 0.00
MINIMUM PAYMENT DUE 181.00	CASH ADVANCE CREDIT LIMIT* 7800	CASH ADVANCES + 0.00
AMOUNT PAST DUE 0.00	CASH ADVANCE AVAILABLE CREDIT 597	CHARGES - 0.00
PAYMENT MUST BE	OVERLIMIT AMOUNT 0.00	PAYMENTS - 182.00
RECEIVED BY APR 12, 2004	*CASH ADVANCE CREDIT LIMIT IS 100% OF YOUR TOTAL CREDIT LINE	OTHER + 0.00
		FINANCE CHARGE + 110.00
		NEW BALANCE = 7202.48

CARDMEMBER SERVICE CENTER: 800-379-7999  
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FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4188. HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967  
SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 17036, BALTIMORE, MD 21297-0448  
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A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

AVERAGE DAILY BALANCE	NUMBER OF PERIODIC STATEMENTS	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES 5994.04	.04928 %	17.99 %	85.67	17.99 %		
CASH ADVANCES 1278.40	.06572 %	23.99 %	24.33	23.99 %	29	MAR 18, 2004

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Page 1 of 1

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\*Eligibility, terms, conditions and exclusions apply. Call today for details.

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PROVIDES YOU WITH FINANCIAL RELIEF WHEN YOU DON'T MOSTLY PAY YOUR BILLS. HERE'S HOW IT WORKS:

- Your full card payment is due.
- Non-interest accrues.
- No late fees are charged.
- In the event of your death, your emergency will be relieved (up to \$1,000 assigned credit line).

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MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK

YOUR PAYMENT COUPON

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	ACCOUNT NUMBER
05/19/04	7,204.30	181.00	0.00	06/13/04	5458 0037 0187 7862

New address or email? Check box. See reverse side.

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PAYMENT CENTER  
PO BOX 17036  
BALTIMORE, MD 21297-0448

JOHN K MARTIN  
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PO BOX 280  
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TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
<b>PAYMENTS AND CREDITS</b>					
04/21	04/21	8545800G0126QFFPDM	PAYMENT - THANK YOU	181.00	
05/12	05/12	8545800GM01XY6VZXM	PAYMENT - THANK YOU	181.00	
<b>PURCHASES, CASH ADVANCES &amp; FEES</b>					
"FINANCE CHARGE"				PURCHASES \$128.15 CASH ADVANCE \$31.18	159.33

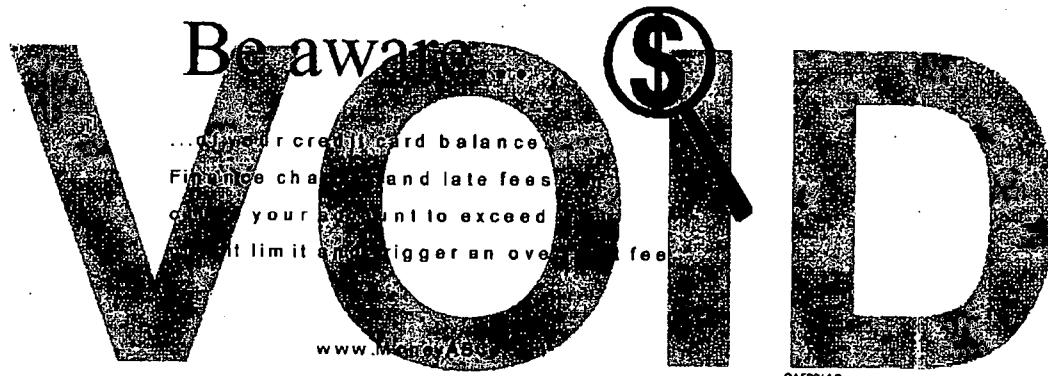
YOUR ACCOUNT SUMMARY - MAY 2004

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY	
ACCOUNT NUMBER	6458 0037 0187 7862	TOTAL CREDIT LINE	\$ 7800	PREVIOUS BALANCE	\$ 7411.97
NEW BALANCE	7,204.30	TOTAL AVAILABLE CREDIT	510	PURCHASES	+ 0.00
MINIMUM PAYMENT DUE	181.00	CASH ADVANCE CREDIT LIMIT*	7800	CASH ADVANCES	+ 0.00
AMOUNT PAST DUE	0.00	CASH ADVANCE AVAILABLE CREDIT	510	CREDITS	- 0.00
PAYMENT MUST BE		OVERLIMIT AMOUNT	2700	PAYMENTS	- 367.00
RECEIVED BY	JUN 13, 2004	*CASH ADVANCE CREDIT LIMIT	7800	OTHER	+ 0.00
		PORTION OF YOUR TOTAL CREDIT LINE		FINANCE CHARGE	+ 159.33
				NEW BALANCE	= 7,204.30

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PAYMENT BY PHONE: 1-800-2-PAY-CARD  
FROM OUTSIDE THE U.S. CALL COLLECT: 804-997-9979 HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0987  
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ACCOUNT NUMBER 5458 0037 0187 7862

**A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)**

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	5998.53	.07120 %	25.99 %	128.15	25.99 %		
CASH ADVANCES	1265.03	.08215 %	29.99 %	31.18	29.99 %	30	MAY 19, 2004

MAKING PAYMENTS BY PHONE IS FAST AND EASY. JUST CALL  
1-877-2-PAY-CARD - 24 HOURS A DAY 7 DAYS A WEEK.

Duplicate Statement

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Page 2 of 2

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WHEN SENDING US YOUR PAYMENT,  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK.  
BE SURE TO SIGN YOUR CHECK.  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN WITH YOUR  
PAYMENT IN THE ENVELOPE PROVIDED.  
YOUR PAYMENT IS DUE BY THE DATE INDICATED ON THIS STATEMENT.

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MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0187 7862

YOUR PAYMENT COUPON			ACCOUNT NUMBER 5458 0037 0187 762		
STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
06/17/04	7,544.82	189.00	0.00	07/12/04	\$ 

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PO BOX 17036  
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JOHN K MARTIN  
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TRANS	POST	REFERENCE	DESCRIPTION			CREDITS	CHARGES
DATE	DATE	NUMBER					
<b>PAYMENTS AND CREDITS</b>							
06/16	06/16	8545800HR02A5TA59M	PAYMENT - THANK YOU			181.00	
<b>PURCHASES, CASH ADVANCES &amp; FEES</b>							
05/19	05/20	1348382GWAGSNAD2M	WM SUPERCENTER	SE2 CLEARFIELD PA			85.41
06/11	06/11	7841937HK4XGSX1N4M	VERIZON WRLS	8009220204 NJ			240.00
06/17	06/17		LATE FEE				38.00
		"FINANCE CHARGE"	PURCHASES \$126.33 CASH ADVANCE \$30.78				157.11

YOUR ACCOUNT SUMMARY - JUNE 2004

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY	
ACCOUNT NUMBER	5458 0037 0167 7862	TOTAL CREDIT LINE	\$ 7800	PREVIOUS BALANCE	\$ 7204.30
NEW BALANCE	7544.42	TOTAL AVAILABLE CREDIT	\$ 765	PURCHASES	+ 326.41
MINIMUM PAYMENT DUE	188.00	CASH ADVANCE CREDIT LIMIT*	\$ 200	CASH ADVANCES	+ 0.00
AMOUNT PAID DUE	0.00	CASH ADVANCE AVAILABLE CREDIT	\$ 200	CREDITS	- 0.00
PAYMENT MUST BE		OVERLIMIT AMOUNT	\$ 0.00	PAYMENTS	- 191.00
RECEIVED BY	JUL 12, 2004	*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE.		OTHER	+ 39.00
				FINANCE CHARGE	+ 157.11
				NEW BALANCE	7544.42

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A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

PROMOTIONAL OFFERS						
AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES 6118.47	.07120 %	25.99 %	126.33	25.99 %		
CASH ADVANCES 1291.92	.08215 %	29.99 %	30.78	29.99 %	29	JUN 17, 2004

5994 0004 xPD 2 7 13 040617 Page 1 of 1 8800 3700 260P 01AK5994 3228

Page 1 of 1

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# Direct Merchants Bank

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CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK

YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0187 7862

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
07/20/04	7,548.50	193.00	0.00	08/14/04	\$

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 17036  
BALTIMORE, MD 21297-0448  
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JOHN K MARTIN  
CYNTHIA MARTIN  
RR 1 BOX 580  
OSCEOLA MILLS PA 16666-9626  
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## A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.directmerchantsbank.com](http://www.directmerchantsbank.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
07/09	07/09	8545800JH01W3BW1JM	PAYMENT - THANK YOU	189.00	
			PURCHASES, CASH ADVANCES & FEES		
			*FINANCE CHARGE*	PURCHASES \$159.03 CASH ADVANCE \$33.65	192.68

## YOUR ACCOUNT SUMMARY - JULY 2004

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY	
ACCOUNT NUMBER	6468 0037 0187 7862	TOTAL CREDIT LINE	\$ 7800	OPENING BALANCE	\$ 7544.82
NEW BALANCE	7548.50	TOTAL AVAILABLE CREDIT	251	CHARGES	0.00
MINIMUM PAYMENT DUE	193.00	CASH ADVANCE CREDIT LIMIT*	7800	CASH ADVANCES	0.00
AMOUNT PAST DUE	0.00	CASH ADVANCE AVAILABLE CREDIT	251	CREDITS	0.00
PAYMENT MUST BE		OVERLIMIT AMOUNT	0.00	PAYMENTS	189.00
RECEIVED BY	AUG 14, 2004	*CASH ADVANCE CREDIT LIMIT IS PORTION OF YOUR TOTAL CREDIT LINE		OTHER	0.00
				FINANCE CHARGE	192.68
				NEW BALANCE	7548.50

CARDMEMBER SERVICE CENTER: 800-379-7999  
PAYMENT BY PHONE: 1-877-2-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4145. HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-802-0967  
SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 17036, BALTIMORE, MD 21297-0448  
MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550  
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

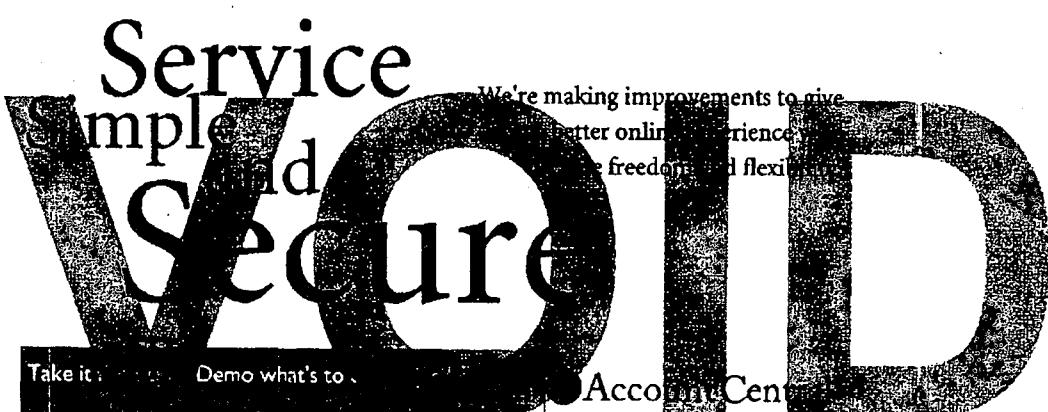
Pay Online, Anytime: [www.directmerchantsbank.com](http://www.directmerchantsbank.com)

## A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIOD RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	6285.00	.07667 %	27.99 %	159.03	27.99 %		
CASH ADVANCES	1283.99	.07941 %	28.99 %	33.65	28.99 %	33	JUL 20, 2004

MAKING PAYMENTS BY PHONE IS FAST AND EASY. JUST CALL  
1-877-2-PAY-CARD - 24 HOURS A DAY 7 DAYS A WEEK.

5994 0002 XPD 2 7 13 040720 Page 1 of 1 8800 3700 7918 01AK5994 25677



Take it easy. Demo what's to.

Account Center

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CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0187 7862

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
08/18/04	7,769.42	388.00	193.00	09/12/04	\$ 3839

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 17036  
BALTIMORE, MD 21297-0448

JOHN K MARTIN  
CYNTHIA MARTIN  
PO BOX 380  
OSCEOLA MILLS PA 16666-9626

022  
3839

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Detach and insert this top portion in the enclosed envelope. Be sure the Payment Center address shows in the envelope window.

**Direct Merchants Bank®**  
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A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
08/18	08/18	LATE FEE PURCHASES \$151.03 CASH ADVANCE \$30.89	38.00	181.92

YOUR ACCOUNT SUMMARY - AUGUST 2004

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY	
ACCOUNT NUMBER	5458 0037 0187 7862	TOTAL CREDIT LINE	\$ 7800	PREVIOUS BALANCE	\$ 7548.50
NEW BALANCE	7769.42	TOTAL AVAILABLE CREDIT	30	PURCHASES	+
MINIMUM PAYMENT DUE	388.00	CASH ADVANCE CREDIT LIMIT*	7800	CASH ADVANCES	+
AMOUNT PAST DUE	193.00	CASH ADVANCE AVAILABLE CREDIT	30	DEBITS	-
PAYMENT MUST BE		OVERLIMIT AMOUNT	0.00	PREPAYMENTS	-
RECEIVED BY	SEP 12, 2004	*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE		OTHER	38.00
				FINANCE CHARGE	181.92
				NEW BALANCE	7769.42

CARDMEMBER SERVICE CENTER: 800-379-7999

PAYMENT BY PHONE: 800-2-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4897 (HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967)

SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 17036, BALTIMORE, MD 21297-0448

MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

OUR RECORDS INDICATE YOUR ACCOUNT IS PAST DUE.  
IF YOU HAVE NOT MAILED YOUR PAYMENT, PLEASE DO  
SO TODAY.

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	6339.38	.08215 %	29.99 %	151.03	29.99 %		
CASH ADVANCES	1286.57	.08215 %	29.99 %	30.89	29.99 %	29	AUG 18, 2004

5994 0003 XPD 2 7 13 040818 D Page 1 of 1 6800 3700 791P 01AK5994 3839

WHEN SENDING YOUR PAYMENT...  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CREDIT CARD ENVELOPE.  
BE SURE TO SIGN YOUR CARD.  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN THE BOTTOM PORTION.  
PAYMENT IS DUE BY THE DATE INDICATED IN THE STATEMENT.

**VOID**

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CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0187 7862

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
09/20/04	8,061.10	602.00	388.00	10/15/04	\$

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 17036  
BALTIMORE, MD 21297-0448

JOHN K. MARTIN  
JOHN K. MARTIN  
RR 1 BOX 580  
OSCEOLA MILLS PA 16666-9626

022  
31049

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A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
<b>PURCHASES, CASH ADVANCES &amp; FEES</b>					
09/13	09/13		OVERLIMIT FEE		39.00
09/20	09/20		LATE FEE		39.00
			*FINANCE CHARGE*	PURCHASES \$177.62 CASH ADVANCE \$36.06	213.68

YOUR ACCOUNT SUMMARY - SEPTEMBER 2004

ACCOUNT AND PAYMENT INFORMATION	CREDIT LINE INFORMATION	ACCOUNT SUMMARY
ACCOUNT NUMBER 5458 0037 0187 7862	TOTAL CREDIT LINE \$ 7800	PREVIOUS BALANCE \$ 7769.42
NEW BALANCE \$8061.10	TOTAL AVAILABLE CREDIT 0	PURCHASES + 0.00
MINIMUM PAYMENT DUE 602.00	CASH ADVANCE CREDIT LIMIT* 7800	CASH ADVANCES + 0.00
AMOUNT PAST DUE 388.00	CASH ADVANCE AVAILABLE CREDIT 7800	CREDITS - 0.00
PAYMENT MUST BE	OVERLIMIT AMOUNT 0.00	PAYMENTS - 0.00
RECEIVED BY OCT 15, 2004	*CASH ADVANCE CREDIT LIMIT IS 100% OF YOUR TOTAL CREDIT LINE	OTHER + 70.00
		FINANCE CHARGE + 213.68
		NEW BALANCE = \$8061.10

CARDMEMBER SERVICE CENTER: 800-379-7999  
PAYMENT BY PHONE: 877-92-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4587. HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967  
SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 17036, BALTIMORE, MD 21297-0448  
MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550  
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

YOUR ACCOUNT IS TWO PAYMENTS PAST DUE. CALL US  
IMMEDIATELY AT 1-800-435-1415 TO MAKE PAYMENT  
ARRANGEMENTS.

5994 0004 XPD 2 7 13 040920 X Page 1 of 2 8800 3700 791P 01AK5994 31049

WHEN SENDING PAYMENT...  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE C  
BE SURE TO SIGN YOUR C  
REMOVE THE PORTION OF YOUR STATEMENT THAT RETURN YOUR  
PAYMENT IN THE ENVELOPE PROVIDED.  
PAYMENT IS DUE BY THE DATE INDICATED IN YOUR STATEMENT.

**VOID**

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T I T A N I U M



ACCOUNT NUMBER 5458 0037 0187 7862

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	6551.88	.08215 %	29.99 %	177.62	29.99 %		
CASH ADVANCES	1330.01	.08215 %	29.99 %	36.06	29.99 %	33	SEP 20, 2004

Making payments by phone is fast and easy. Just call  
1-877-2-PAY-CARD - 24 hours a day 7 days a week.

Duplicate Statement

5994 0004 XPD 2 7 13 040920

X Page 2 of 2

8800 3700 791P 01AK5994 31049

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WHEN SENDING US YOUR PAYMENT,  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK.  
BE SURE TO SIGN YOUR CHECK.  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN ONLY YOUR PAYMENT IN THE ENVELOPE PROVIDED.  
PAYMENT IS DUE BY THE DATE INDICATED ON THIS STATEMENT.

CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

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MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK

YOUR PAYMENT COUPON

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	ACCOUNT NUMBER	5458 0037 0187 7862
10/19/04	8,334.30	811.00	602.00	11/13/04	\$	5458 0037 0187 7862

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 105278  
ATLANTA GA 30348-5278

JOHN K MARTIN  
CYNTHIA MARTIN  
RR 1 BOX 580  
OSCEOLA MILLS PA 16666-9626

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T I T A N I U M

A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
<b>PURCHASES, CASH ADVANCES &amp; FEES</b>					
09/21	09/21		OVERLIMIT FEE		39.00
10/19	10/19		LATE FEE		39.00
		"FINANCE CHARGE"	PURCHASES \$162.70 CASH ADVANCE \$32.50		195.20

YOUR ACCOUNT SUMMARY - OCTOBER 2004

ACCOUNT AND PAYMENT INFORMATION

ACCOUNT NUMBER 5458 0037 0187 7862  
NEW BALANCE 8334.30  
MINIMUM PAYMENT DUE 811.00  
AMOUNT PAST DUE 602.00  
PAYMENT MUST BE

RECEIVED BY NOV 13, 2004

CREDIT LINE INFORMATION

TOTAL CREDIT LINE \$ 7800  
TOTAL AVAILABLE CREDIT 0  
CASH ADVANCE CREDIT LIMIT\* 7800  
CASH ADVANCE AVAILABLE CREDIT 7800  
OVERLIMIT AMOUNT 0.00

ACCOUNT SUMMARY

PREVIOUS BALANCE \$ 8081.10  
PURCHASES + 0.00  
CASH ADVANCES + 0.00  
CREDITS - 0.00  
PAYOUTS - 0.00  
OVERLIMIT PAYMENTS - 0.00  
OTHER + 78.00  
FINANCE CHARGE + 195.20  
NEW BALANCE = 8334.30

CARDMEMBER SERVICE CENTER: 800-379-7999  
PAYMENT BY PHONE: 877-92-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4451. HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967

SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 105278, ATLANTA GA 30348-5278

MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

DISCOURAGE THAT YOU PAY YOUR ACCOUNT  
IMMEDIATELY. CALL US AT 1-800-435-1415 TO  
DISCUSS FURTHER PAYMENT ARRANGEMENTS.

5994 0025 XPD 2 7 13 041019 EX Page 1 of 2 8800 3700 791P 01AK5994 64405

WHEN SENDING PAYMENT...  
ALWAYS INCLUDE YOUR PAYMENT NUMBER ON THE ENVELOPE.  
BE SURE TO SIGN YOUR CHECK.  
REMOVE THE PORTION OF YOUR STATEMENT TO RETURN YOUR PAYMENT.  
PAYMENT IS DUE BY THE DATE INDICATED IN YOUR STATEMENT.

W O I D

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T I T A N I U M



ACCOUNT NUMBER 5458 0037 0187 7862

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	6828.65	.08215 %	29.99 %	162.70	29.99 %		
CASH ADVANCES	1364.29	.08215 %	29.99 %	32.50	29.99 %	29	OCT 19, 2004

Making payments by phone is fast and easy. Just call  
1-877-2-PAY-CARD - 24 hours a day 7 days a week.

Duplicate Statement

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Ex Page 2 of 2

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WHEN SENDING US YOUR PAYMENT,  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK.  
BE SURE TO SIGN YOUR CHECK.  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN ONLY YOUR PAYMENT TO THE ENVELOPE PROVIDED.  
PAYMENT IS DUE BY THE DATE INDICATED ON THIS STATEMENT.



CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

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MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK

YOUR PAYMENT COUPON

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
12/20/04	8,028.76	1,265.00	1,027.00	01/14/05	\$

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 105278  
ATLANTA GA 30348-5278

JOHN K MARTIN  
SYNTHIA MARTIN  
RR 1 BOX 580  
OSCEOLA MILLS PA 16666-9626

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A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
PURCHASES, CASH ADVANCES & FEES					
11/18	11/18		OVERLIMIT FEE		39.00
12/20	12/20		LATE FEE		38.00
			PURCHASES \$198.83 CASH ADVANCE \$38.85		237.68

YOUR ACCOUNT SUMMARY - DECEMBER 2004

ACCOUNT AND PAYMENT INFORMATION	CREDIT LINE INFORMATION	ACCOUNT SUMMARY
ACCOUNT NUMBER 5458 0037 0187 7862	TOTAL CREDIT LINE \$ 7800	PREVIOUS BALANCE \$ 6614.06
NEW BALANCE 8828.76	TOTAL AVAILABLE CREDIT 0	CHARGES 0.00
MINIMUM PAYMENT DUE 1265.00	CASH ADVANCE CREDIT LIMIT* 7800	CASH ADVANCES 0.00
AMOUNT PAST DUE 1027.00	CASH ADVANCE AVAILABLE CREDIT 7800	CREDITS 0.00
PAYMENT MUST BE	OVERLIMIT AMOUNT 0.00	PAyMENTS 0.00
RECEIVED BY JAN 14, 2005	*CASH ADVANCE CREDIT LIMIT 7800	OTHER 78.00
	PORTION OF YOUR TOTAL CREDIT LINE	FINANCE CHARGE 237.68
		NEW BALANCE 8828.76

CARDMEMBER SERVICE CENTER: 800-379-7989  
PAYMENT BY PHONE: 1-800-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4997  
TELEHEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967  
SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 105278, ATLANTA GA 30348-5278  
MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA OK 74121-1550  
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO  
CREDIT BUREAUS. LATE PAYMENTS, OR OTHER DEFAULTS  
ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES 7334.58	.08215 %	29.99 %	198.83	29.99 %		
CASH ADVANCES 1433.20	.08215 %	29.99 %	38.85	29.99 %	33	DEC 20, 2004

5994 0201 XPD 2 7 13 041220 EXPage 1 of 1 8800 3700 791P 01AK5994 1211

WHEN SENDING YOUR PAYMENT...  
ALWAYS INCLUDE YOUR STATEMENT NUMBER ON THE CHECK  
BE SURE TO SIGN YOUR CHECK  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN WITH YOUR  
PAYMENT IN THE ENVELOPE PROVIDED  
PAYMENT IS DUE BY THE DATE INDICATED IN THE STATEMENT

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CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK

YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0187 7862

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
01/19/05	9,152.48	1,494.00	1,265.00	02/13/05	\$

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER

PO BOX 105278

ATLANTA GA 30348-5278

JOHN K MARTIN  
CYNTHIA MARTIN  
RR 1 BOX 580  
OSCEOLA MILLS PA 16666-9626

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A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS POST DATE	REFERENCE DATE	DESCRIPTION	CREDITS	CHARGES
PURCHASES, CASH ADVANCES & FEES *FINANCE CHARGE*		PURCHASES \$186.47 CASH ADVANCE \$38.25		222.72

YOUR ACCOUNT SUMMARY - JANUARY 2005

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY	
ACCOUNT NUMBER	5458 0037 0187 7862	TOTAL CREDIT LINE	\$ 7800	PREVIOUS BALANCE	\$ 8929.76
NEW BALANCE	9152.48	TOTAL AVAILABLE CREDIT	0	PURCHASES	+ 0.00
MINIMUM PAYMENT DUE	1494.00	CASH ADVANCE CREDIT LIMIT	7800	CASH ADVANCES	+ 0.00
AMOUNT PAST DUE	1265.00	CASH ADVANCE AVAILABLE CREDIT	0	OVERDRAFT	- 0.00
PAYMENT MUST BE		OVERLIMIT AMOUNT	13524.8	PAYMENTS	- 0.00
RECEIVED BY	FEB 13, 2005	*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE		OTHER	+ 0.00
				FINANCIAL CHARGE	+ 222.72
				NEW BALANCE	- 9152.48

CARDMEMBER SERVICE CENTER 800-979-7999

PAYMENT BY PHONE: 877-2-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 804-997-4997 HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967  
SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 105278, ATLANTA GA 30348-5278

MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	7566.20	.0013 %	29.99 %	186.47	29.99 %		
CASH ADVANCES	1476.74	.0215 %	29.99 %	36.25	29.99 %	30	JAN 19, 2005

Making payments by phone is fast and easy. Just call  
1-877-2-PAY-CARD - 24 hours a day 7 days a week.

5994 0001 XPD 2 7 13 050119 EX Page 1 of 1 8800 3700 791P 01AK5994 1569

WHEN SENDING YOUR PAYMENT...  
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BE SURE TO SIGN YOUR CHECK  
REMOVE THE STATEMENT FROM YOUR STATEMENT ENvelope  
PAYMENT IN THE ENVELOPE PROVIDED  
PAYMENT IS DUE BY THE DATE INDICATED IN THIS STATEMENT

W O V I D

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CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0167 7862

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
02/17/05	9,373.05	1,729.00	1,494.00	03/14/05	\$ [REDACTED]

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 105278  
ATLANTA GA 30348-5278  
[REDACTED]

JOHN K. MARTIN  
SYNTHIA MARTIN  
PO BOX 580  
OSCEOLA MILLS PA 16666-9626  
[REDACTED]

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T I T A N I U M

A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
			PURCHASES, CASH ADVANCES & FEES *FINANCE CHARGE*		

PURCHASES \$184.67 CASH ADVANCE \$35.80

220.57

YOUR ACCOUNT SUMMARY - FEBRUARY 2005

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY	
ACCOUNT NUMBER	5458 0037 0167 7862	TOTAL CREDIT LINE	\$ 7800	PREVIOUS BALANCE	\$ 9152.48
NEW BALANCE	9373.05	TOTAL AVAILABLE CREDIT	0	PURCHASES	+ 0.00
MINIMUM PAYMENT DUE	1729.00	CASH ADVANCE CREDIT LIMIT*	7800	CASH ADVANCES	+ 0.00
AMOUNT PAST DUE	1404.00	CASH ADVANCE AVAILABLE CREDIT	0	CREDITS	- 0.00
PAYMENT MUST BE		OVERLIMIT AMOUNT	1673.06	PAYMENTS	- 0.00
RECEIVED BY	MAR 14, 2005	*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE		OTHER	+ 0.00
				FINANCE CHARGE	+ 220.57
				NEW BALANCE	= 9373.05

CARDMEMBER SERVICE CENTER: 800-79-7999

PAYMENT BY PHONE: 877-2-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-897-4997 HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967  
SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 105278, ATLANTA GA 30348-5278  
MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	7751.74	.08215 %	29.99 %	184.67	29.99 %		
CASH ADVANCES	1566.40	.08215 %	29.99 %	35.80	29.99 %	29	FEB 17, 2005

Making payments by phone is fast and easy. Just call  
1-877-2-PAY-CARD - 24 hours a day 7 days a week.

5994 0043 XPD 2 7 13 050217 EX Page 1 of 1 8800 3700 791P 01AK5994 1519

WHEN SENDING YOUR PAYMENT...  
ALWAYS INCLUDE YOUR PAYMENT WITHIN THE CHECK.  
BE SURE TO SIGN YOUR CHECK.  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED.  
PAYMENT IS DUE BY THE DATE INDICATED IN THE STATEMENT.

W O I D



**DIRECT MERCHANTS BANK<sup>SM</sup>**

## **Cardholder Agreement**

### **AGREEMENT TO TERMS — USE OF YOUR ACCOUNT — DEFINITION OF PARTIES**

This is the Agreement which covers your credit card account (called your "Account") with us. You and Direct Merchants Credit Card Bank<sup>SM</sup>, National Association, will be bound by it from the first time you use the Account. If your Account is a joint Account, you and your joint Account holder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement.

In this Agreement, and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, credit card or acceptance form, and the words "we," "us," and "our" refer to Direct Merchants Credit Card Bank<sup>SM</sup>, National Association.

#### **PROMISE TO PAY**

You promise to pay for: (a) credit extended by Direct Merchants Credit Card Bank, National Association, to you or to anyone whom you permit to use this Account; (b) finance charges, late charges, and other administrative charges (e.g., returned check charges, research charges) provided in this Agreement; and (c) collection costs and attorneys' fees as permitted by applicable law if your Account should go into default.

We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without losing any of our rights under this Agreement.

#### **CASH ADVANCES**

The term cash advance is defined as and includes the following transactions: (a) Automated Teller Machine (ATM) transactions; (b) transfer and convenience check transactions; and (c) in-bank transactions. Convenience checks are used the same as personal checks. Both transfer and convenience checks are drawn on your Account and billed on your statement.

There is a cash advance transaction fee applied to every cash advance transaction. The cash advance transaction fee is equal to 2% of the cash advance, with a minimum fee of \$2 per transaction.

#### **MAXIMUM CREDIT LINE**

You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your maximum credit line. Your cash advance credit limit may be limited to 50% of your maximum credit line. You agree not to allow your total unpaid balance, including finance charges and other charges, to exceed your maximum credit line. We are not required to make cash advances (including accepting transfer or convenience checks or ATM transactions) or extend credit for purchases at your request if you have exceeded your credit line, but if we do, you agree to pay us that excess amount, plus applicable finance charges and an over limit fee, immediately. Your credit line amount is defined on the enclosed Card Carrier directly above your credit card.

#### **STATEMENTS**

We will send you a statement covering each billing cycle in which you have a balance in excess of \$1. The statement will reflect: (a) payments, credits, purchases, cash advances, finance charges, and all other charges made to your Account during the billing cycle; (b) the minimum payment you must make (called the "minimum payment") and the date by which the

(1)

EXHIBIT

81

minimum payment must be paid in order to avoid late charges; and (c) your available credit. **PAYMENT**

Payment is due when you receive your statement each month. We will not impose any late charges if you pay at least the minimum payment reflected in your statement by the date specified, which will always be 25 days from the statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "new balance"). Send payments to Cardholder Payments, P.O. Box 85305, Louisville, KY 40285-5305.

The minimum payment each month will be equal to 2% of the new balance or \$10, whichever is greater, or the amount of the new balance if less than \$10, plus:

- (a) any past due amounts appearing on your statement; and
- (b) the amount by which the new balance exceeds your credit line.

All payments by mail must be made by check or money order. Payments may not be made using a transfer or convenience check. You agree that any payment you make may be returned to you without applying it to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numeric and written amounts; (4) contains a restrictive endorsement; (5) is post dated; (6) is not payable to Direct Merchants Bank, or Direct Merchants Credit Card Bank, N.A.; (7) is not payable in U.S. dollars; (8) is not paid upon presentment; or (9) is drawn on a transfer or convenience check. You agree to pay any bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement.

#### **HOW WE FIGURE FINANCE CHARGES**

The periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the average daily balance for purchases times the monthly periodic rate for purchases. There is no finance charge for purchases when a grace period applies. To calculate the finance charge for cash advances, we multiply the average daily balance for cash advances times the monthly periodic rate for cash advances, then add applicable cash advance transaction fees. The Account is subject to a minimum finance charge of \$.50.

#### **AVERAGE DAILY BALANCES**

We calculate average daily balances separately for purchases and for cash advances. In each case, we start by calculating a "daily balance" for each day in the billing cycle.

- The daily balance of purchases for any day is equal to the previous day's daily balance for purchases plus any new purchases and any other charges that we add that day and minus any payments and credits we apply to purchases that day.

We add new purchases to the daily balance on the purchase date.

If other charges (like annual fees, late charges, over limit charges and finance charges) appear on a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement.

We apply payments and credits on the day they are received.

- The daily balance of cash advances on any day is equal to the previous day's daily balance for cash advances, plus any new cash advances made that day and minus any payments and credits applied to cash advances that day. If you incur cash advance transaction fees during the period covered by a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement. We treat any cash advances obtained by transfer or convenience checks as having been made on the transaction date shown on your periodic statement.

After we have calculated all the daily balances for a monthly billing cycle, we add the daily balances for purchases and the daily balances for cash advances, and then divide each sum by the number of days in the billing cycle. The resulting amounts are the average daily balances for purchases and cash advances.

#### **MONTHLY PERIODIC RATES**

The monthly periodic rate for purchases (as of June, 1996) is 1.54%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.50%. The monthly periodic rate for cash advances (as of June, 1996) is 1.71%, which corresponds to an ANNUAL PERCENTAGE RATE of 20.50%. The monthly periodic rate is a variable rate that may increase or decrease if the highest prime rate published in *The Wall Street Journal* (the "prime rate") increases or decreases. The monthly periodic rate for purchases for any monthly billing cycle will be one twelfth of the sum of 10.25% plus the prime rate published on the third Tuesday of the month preceding the month in which that billing cycle ends, and for cash advances one twelfth of the sum of 12.25% plus the prime rate. The monthly periodic rate for both cash advances and purchases may never fall below 1.36% regardless of the level of the prime rate. An increase in the monthly periodic rate may increase the minimum payment due on your Account.

#### **ADJUSTING FOR GRACE PERIODS**

"Grace periods" are periods during which we impose no finance charges on purchases. We impose no finance charge on a purchase added to your daily balance during the billing cycle covered by a periodic statement if that statement shows no previous balance or shows that the previous balance was paid in full within 25 days. Also, we impose no additional finance charge on any purchases included in the new balance of a monthly periodic statement if you pay the new balance in full on or before the date specified in your statement.

#### **LATE CHARGE**

At least the minimum payment amount shown on your statement is due each month when you receive your statement. We may impose a \$15 late charge if you do not pay at least the minimum payment by the date specified in your statement, which will always be 25 days from the statement date.

#### **OVER LIMIT CHARGE**

If you go over your credit line, you will be billed an over limit charge of \$15. This charge will be imposed only once per billing cycle, but will be imposed in each billing cycle that you remain over your credit line.

#### **RETURNED CHECK CHARGE**

You agree to pay \$15 each time you make a payment on your Account with a check that is returned unsatisfied by your bank or other financial institution.

#### **RESEARCH CHARGES**

You agree to pay \$5 for each sales slip, statement, transfer or convenience check copy you request if more than one copy is requested per year.

#### **APPLICATION OF PAYMENTS**

We apply your payments in the following order: to any unpaid finance charges, administrative charges, promotional balances, cash advances, and purchases.

#### **CHANGE OF TERMS (including finance charges)**

SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, WITHOUT LIMITATION, INCLUDING ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGES, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

#### **DEFAULT AND TERMINATION OF AGREEMENT**

You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the date specified in your statement; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgement or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (j) your moving out of the U.S. After your default, your Account balance will continue to accrue finance charges at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue finance charges until paid in full and are subject to all the terms and conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Upon default, we will apply your payments first to attorneys' fees and then in the order set forth under Application of Payments.

#### **CREDIT AUTHORIZATIONS**

Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your card.

#### **CARD RENEWAL**

Cards are issued with an expiration date. We have the right not to renew your card for any reason.

#### **CARD CANCELLATION**

The card(s), transfer and convenience checks issued to you remain our property. Upon cancellation, you agree to return your card(s) and any unused transfer or convenience checks to us.

#### **CLOSING YOUR ACCOUNT**

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your card(s) and any unused transfer and/or convenience checks to us. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is cancelled.

#### **LIABILITY FOR UNAUTHORIZED USE**

You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1 800 205-9988 or writing us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the credit card from

the previously authorized user and return it to us at the aforementioned address along with a letter explaining why you are doing so.

**LOST OR STOLEN CREDIT CARD(S) AND/OR CHECKS**

You agree to notify us immediately if your card(s) or any transfer or convenience checks are lost or stolen. You may notify us by calling 1 800 205-9988.

**CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT**

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

**FOREIGN TRANSACTIONS**

If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard® International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**APPLICABLE LAW**

This Agreement and your Account will be governed by federal law and the laws of Utah, whether or not you live in Utah and whether or not your Account is used outside of Utah. This Agreement is entered into in Utah and all credit under the Agreement will be extended from Utah. All terms and conditions of this Agreement (including the change of terms provision, the applicable law provision, and the finance charge, late charge, returned check charge, over limit charge, and research charge provisions) are deemed to be material to the determination of the finance charge.

**ASSIGNMENT OF ACCOUNT**

We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

**PRIVACY PRACTICES**

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may, on a regular basis, furnish purchase, transaction and credit experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your application with our affiliates and other third parties. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency(ies). You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other Cardholders.

**UPDATED FINANCIAL AND OTHER INFORMATION**

Upon request, you agree to promptly give us accurate financial and other information about yourself.

**SEVERABILITY**

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. Your credit card is issued under this Agreement by Direct Merchants Credit Card Bank™, National Association, Salt Lake City, Utah.

First Data Resources, Inc. provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

### **YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### **NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure of.

#### **YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### **SPECIAL RULE FOR CREDIT CARD PURCHASES**

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## BILL OF SALE AND ASSIGNMENT OF ASSETS

The undersigned Metris Companies, Inc. ("Assignor") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Worldwide Asset Purchasing, LLC, a limited liability company organized under the laws of the State of Nevada ("Assignee"), except as otherwise provided, without recourse and without representations or warranties of any type, kind, character or nature, express or implied, all of Assignor's right, title and interest in and to each of the Assets (the "Assets") identified in the Asset Schedule ("Asset Schedule") attached hereto together with the right to collect all principal, interest or other proceeds of any kind with respect to the Assets remaining due and owing as of the date hereof (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Assets into cash or other liquidated property, including, without limitation, insurance proceeds and condemnation awards), from and after the date of this Bill of Sale and Assignment of Assets.

DATED: March 17, 2005

ASSIGNOR:  
METRIS COMPANIES INC.

By: Matt Melius

Name: Matt Melius

Title: EVP - Credit Risk

EXHIBIT C

Asset Schedule						
NAME	ACCOUNT NUMBER	ORIGINAL BALANCE	ADDRESS	CITY	STATE	ZIP
John K Martin	5458003701877862	\$9,373.05	62 Cranberry Ln	Osceola Mills	PA	16666
OTHER ACCOUNTS REDACTED						

**Verification**

**Gayle Dixon**

(Name of authorized representative)

is Attorney Relationship Manager  
(Title or Position)

for Worldwide Asset Purchasing, LLC, the within Plaintiff, and makes this statement on its behalf as to the truthfulness of the facts set forth in the foregoing Complaint subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 21 February 07

Gayle Dixon

Name

Martin/John K  
#5458003701877862

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket #

**102508**

WORLDWIDE ASSET FURCHASING, LLC

Case #

07-317-CD

vs.

JOHN K. MARTIN

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW July 20, 2007 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO JOHN K. MARTIN, DEFENDANT. SEVERAL ATTEMPTS, NOT HOME

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NEIL	29692	10.00
SHERIFF HAWKINS	NEIL	29692	90.00

**FILED**  
07/20/07  
JUL 20 2007  
(m)

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

*Chester A. Hawkins  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

MAR 02 2007

Burton Neil & Associates, P.C.

By: Burton Neil, Esquire ID. NO. 11348  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
(610) 696-2120

Attorney for Plaintiff

Attest.

*William D. Hause*  
Prothonotary/  
Clerk of Courts

WORLDWIDE ASSET PURCHASING, LLC : IN THE COURT OF COMMON PLEAS  
9911 Covington Cross Dr., Las Vegas NV 89144

Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

v.

JOHN K MARTIN  
62 Cranberry Lane, Osceola Mills PA 16666

Defendant

: NO. 2007-317-CD

: CIVIL ACTION - LAW

#### **Complaint - Notice**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

#### **LAWYER REFERENCE AND INFORMATION SERVICE**

David S. Meholic

Court Administrator

Clearfield County Courthouse

Clearfield, PA 16830

Telephone No. 814-765-2641 Ext. 5982

73576

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire  
Identification No. 11348  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
(610) 696-2120  
Attorney for Plaintiff

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WORLDWIDE ASSET PURCHASING, LLC  
9911 Covington Cross Drive  
Las Vegas, NV 89144

: IN THE COURT OF COMMON PLEAS

Plaintiff  
v.

: CLEARFIELD COUNTY, PENNSYLVANIA

JOHN K. MARTIN  
62 Cranberry Lane  
Osceola Mills, PA 16666  
Defendant

: NO.

: CIVIL ACTION - LAW

### **Complaint**

1. The plaintiff is Worldwide Asset Purchasing LLC, a business corporation, with place of business located at 9911 Covington Cross Drive, Las Vegas, Nevada.
2. The defendant is John K. Martin, who resides at 62 Cranberry Lane, Osceola Mills, Clearfield County, Pennsylvania.
3. On or about August 5, 1996, defendant applied to Direct Merchants Bank (hereafter DMB) for a credit card. Defendant's application is no longer accessible to plaintiff because of the age of the document. The substance of the application, it is believed and averred, set forth

defendant's full name, address, social security number, home telephone number, date of birth, occupation, employment information and earnings.

4. Pursuant to the application, DMB on or about August 5, 1996, opened an account for defendant with account number 5458003701877862.

5. DMB mailed defendant a credit card with said account number for the account together with terms and conditions (the card agreement) which defendant received.

6. Defendant used the credit card he received from DMB.

7. Each month DMB would send defendant a billing statement which reflected the account activity for the prior month including debits and credits to the account. Attached hereto, made a part hereof and collectively marked Exhibit A are copies of monthly billing statements for the period February 18, 2004 through February 17, 2005. Billing statements prior to February 18, 2004 are not accessible to plaintiff. However, the detail in the statements would be similar in format to that in Exhibit A.

8. The aforesaid card agreement which DMB sent to defendant with the credit card is no longer accessible to plaintiff. Subsequent to its being issued, the agreement was subsequently revised and modified. Attached hereto, made a part hereof and marked Exhibit B is a copy of the DMB agreement effective in July 1996. The substance of prior versions of the card agreement is reflected in Exhibit B.

9. DMB kept accurate running records of all debits and credits to defendant's account.

10. DMB mailed to defendant the aforesaid monthly billing statements which accurately stated the previous balance, the debits and the credits to the account for the prior billing period, the new balance and minimum amount due.

11. As noted in the statements, defendant's conduct after receipt of the statement was reflected by his making payment to DMB with the entry "PAYMENT - THANK YOU" and the amount of the payment.

12. Defendant last made a payment to DMB on July 9, 2004.

13. Defendant last used the credit card to make a purchase on June 11, 2004.

14. The last statement plaintiff mailed to defendant was dated February 22, 2006.

15. In using the credit card he received from DMB, defendant agreed to pay in full the new balance reflected on the billing statement or pay the minimum amount due reflected on the statement. The Exhibit A statements reflect the payments made by defendant.

16. Defendant after receipt of the February 17, 2005 statement failed to pay either the balance in full or minimum amount due.

17. On or about March 17, 2005, defendant's account with DMB was sold by DMB's parent company Metris Companies, Inc. to plaintiff. A copy of the bill of sale and assignment of the account to plaintiff is attached hereto, made a part hereof and is marked Exhibit C.

**Count I - Breach of Contract  
(In the Alternative to Count II)**

18. Plaintiff incorporates by reference the averments of paragraphs 1 through 17.

19. Defendant's conduct in failing to pay the balance in full or pay the minimum amount due to DMB as reflected in the billing statement constituted a breach of the card agreement.

20. Having breached the agreement defendant is liable to plaintiff for the balance due as reflected in the billing statement dated February 17, 2005 in the sum of \$9,373.05.

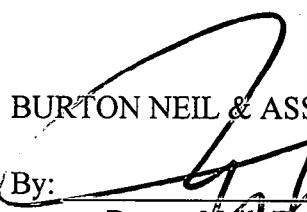
WHEREFORE, plaintiff prays that judgment be entered on its behalf and against defendant on Count I in the sum of \$9,373.05 and the cost of this action.

**Count II - Account Stated  
(In the alternative to Count I)**

21. Plaintiff incorporates by reference the averments of paragraphs 1 through 17.
22. As aforesaid, DMB maintained a running account of the activity in defendant's credit card account.
23. As aforesaid, each month DMB mailed defendant a billing statement which reflected the account activity.
25. As reflected in the Exhibit A monthly billing statements, defendant received the billing statement dated June 17, 2004 and after reviewing the same mailed a payment to DMB on July 9, 2004 thereby assenting to the account. This payment is reflected in the statement dated July 20, 2004.
26. Defendant's actions as set forth above constituted an account stated between the DMB and defendant for the sum of \$7,355.83 being the balance in the June 17, 2004 statement less defendant's payment of \$189.00.

WHEREFORE, plaintiff prays that judgment be entered on its behalf and against defendant on Count II (in the alternative to Count I) in the sum of \$7,355.83 and the cost of this action.

BURTON NEIL & ASSOCIATES, P.C.

By: 

Burton Neil, Esquire  
Attorney for Plaintiff

THE SIGNATURE ABOVE CERTIFIES THAT THIS IS A  
TRUE AND CORRECT COPY OF THE ORIGINAL FILE IN THIS CAUSE.

In making this communication, we advise our firm is a debt collector.

CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

**Direct Merchants Bank®**  
TITANIUM



MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0187 7862

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
02/18/04	7,274.48	182.00	0.00	03/14/04	\$

Now address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 17036  
BALTIMORE, MD 21297-0448

JOHN K MARTIN  
SYNTHIA MARTIN  
RR 1 BOX 580  
OSCEOLA MILLS PA 16666-9626

022  
3834

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Detach and insert this top portion in the enclosed envelope. Be sure the Payment Center address shows in the envelope window.

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A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.directmerchantsbank.com](http://www.directmerchantsbank.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
<b>PAYMENTS AND CREDITS</b>					
01/22	01/22	854580006026803NYM	PAYMENT - THANK YOU	185.00	
02/11	02/11	854580005028077ZTM	PAYMENT - THANK YOU	185.00	
<b>PURCHASES, CASH ADVANCES &amp; FEES</b>					
"FINANCE CHARGE"				PURCHASES \$87.16 CASH ADVANCE \$24.04	111.20

YOUR ACCOUNT SUMMARY - FEBRUARY 2004

ACCOUNT AND PAYMENT INFORMATION	CREDIT LINE INFORMATION	ACCOUNT SUMMARY
ACCOUNT NUMBER 5458 0037 0187 7862	TOTAL CREDIT LINE \$ 7800	PREVIOUS BALANCE \$ 7537.28
NEW BALANCE 7274.48	TOTAL AVAILABLE CREDIT 625	PURCHASES + 0.00
MINIMUM PAYMENT DUE 182.00	CASH ADVANCE CREDIT LIMIT* 7800	CASH ADVANCES + 0.00
AMOUNT PAST DUE 0.00	CASH ADVANCE AVAILABLE CREDIT 625	CREDITS - 0.00
PAYMENT MUST BE	OVERLIMIT AMOUNT 0.00	PAYMENTS - 374.00
RECEIVED BY MAR 14, 2004	"CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE	OTHER + 0.00
		FINANCE CHARGE + 111.20
		NEW BALANCE = 7274.48

CARDMEMBER SERVICE: 800-379-7999  
PAYMENT BY PHONE: 877-2-PAY-CARD  
FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-0597  
HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967  
SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 17036, BALTIMORE, MD 21297-0448  
MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550  
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.  
Pay Online, Anytime: [www.directmerchantsbank.com](http://www.directmerchantsbank.com)

PROTECT YOUR ACCOUNT WITH ACCOUNT PROTECTION PLUS.  
SEE ENCLOSED INSERT.

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES 8098.92	.04928 %	17.99 %	87.16	17.99 %		
CASH ADVANCES 1261.45	.06572 %	23.99 %	24.04	23.99 %	29	FEB 18, 2004

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Page 1 of 1

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Protect yourself from identity theft.  
• Guard your cards.  
• Do not let other people use them.  
• Monitor your bills for unexplained charges.  
• Report problems to your creditor immediately.

Find more tips at [www.MoneyABCs.com](http://www.MoneyABCs.com)

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EXHIBIT A



CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

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MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
05/19/04	7,204.30	181.00	0.00	06/13/04	\$ 181.00

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 17036  
BALTIMORE, MD 21297-0448

JOHN K MARTIN  
SYNTHIA MARTIN  
PP 1 BOX 580  
OSCEOLA MILLS PA 16666-9626

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T I T A N I U M

A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.directmerchantsbank.com](http://www.directmerchantsbank.com)

TRANS POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
<b>PAYMENTS AND CREDITS</b>				
04/21	04/21	8545800G0260FFPD	181.00	181.00
05/12	05/12	8545800GM01XY6VZXM	160.00	160.00
<b>PURCHASES, CASH ADVANCES &amp; FEES</b>				
"FINANCE CHARGE"				
		PURCHASES \$128.15 CASH ADVANCE \$31.18		159.33

YOUR ACCOUNT SUMMARY - MAY 2004

ACCOUNT AND PAYMENT INFORMATION	CREDIT LINE INFORMATION	ACCOUNT SUMMARY
ACCOUNT NUMBER	6468 0037 0187 7862	PREVIOUS BALANCE
NEW BALANCE	7204.30	PURCHASES + \$ 7411.97
MINIMUM PAYMENT DUE	181.00	CASH ADVANCES + 0.00
AMOUNT PAST DUE	0.00	CREDITS - 0.00
PAYMENT MUST BE RECEIVED BY	JUN 13, 2004	PAYMENTS - 367.00
		OTHER + 0.00
		FINANCE CHARGE + 159.33
		NEW BALANCE = 7204.30

CARDMEMBER SERVICES NUMBER: 800-379-7999

PAYMENT BY PHONE 1-800-2-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-3897 BEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967

SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 17036, BALTIMORE, MD 21297-0448

MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

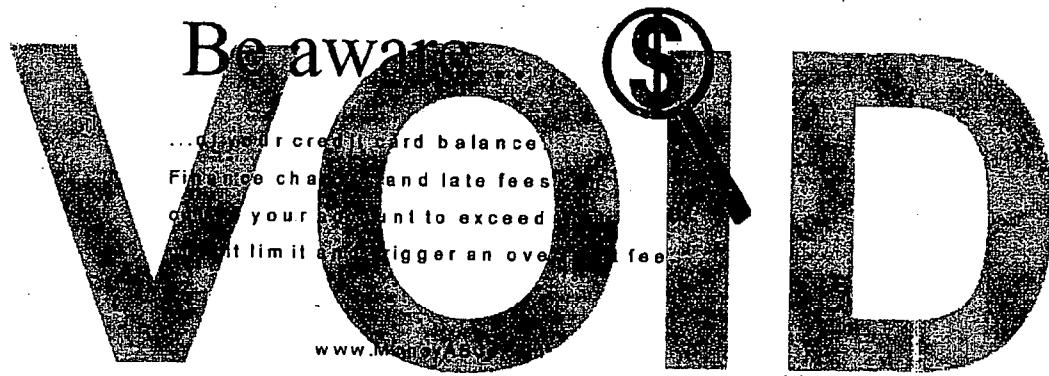
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.directmerchantsbank.com](http://www.directmerchantsbank.com)

PLEASE SEE INSERT DESCRIBING CHANGES TO YOUR  
CARDMEMBER AGREEMENT.

PROTECT YOUR ACCOUNT WITH ACCOUNT PROTECTION PLUS.  
SEE ENCLOSED INSERT.

5994 0126 XPD 2 7 13 040519 Page 1 of 2 8800 3700 760P 01AK5994 90697



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T I T A N I U M



ACCOUNT NUMBER 5458 0037 0187 7862

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	5998.53	.07120 %	25.99 %	128.15	25.99 %		
CASH ADVANCES	1265.03	.08215 %	29.99 %	31.18	29.99 %	30	MAY 19, 2004

MAKING PAYMENTS BY PHONE IS FAST AND EASY. JUST CALL  
1-877-2-PAY-CARD - 24 HOURS A DAY 7 DAYS A WEEK.

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Page 2 of 2

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**VOID**

WHEN SENDING US YOUR PAYMENT,  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK.  
BE SURE TO SIGN YOUR CHECK.  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN WITH YOUR  
PAYMENT. NO ENVELOPE REQUIRED.  
PAYMENT IS DUE BY THE DUE DATE INDICATED IN THIS STATEMENT.





CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

# Direct Merchants Bank<sup>TM</sup>



MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0187 7862

YOUR PAYMENT COUPON			ACCOUNT NUMBER 5458 0037 0187 / 7862		
STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
08/18/04	7,769.42	388.00	193.00	09/12/04	\$

New address or email? Check box. See reverse side.

**SEND PAYMENTS TO:**

JOHN K MARTIN 022  
CYNTHIA MARTIN 3839  
RR 1 BOX 580  
OSCEOLA MILLS PA 16666-9626

545800370187786200038800007769422

Detach and insert this top portion in the enclosed envelope. Be sure the Payment Center address shows in the envelope window.

## Direct Merchants Bank<sup>®</sup>

**A VIEW OF YOUR RECENT CHARGES AND CREDITS**

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS	POST	REFERENCE		CREDITS	CHARGES
DATE	DATE	NUMBER	DESCRIPTION		
PURCHASES, CASH ADVANCES & FEES					
08/18	08/18		LATE FEE		39.00
		"FINANCE CHARGE"	PURCHASES \$151 (3 CASH ADVANCE \$30.89		181.67

YOUR ACCOUNT SUMMARY - AUGUST 2004

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY	
ACCOUNT NUMBER	6458 0037 0167 7862	TOTAL CREDIT LINE	\$ 7800	PREVIOUS BALANCE	\$ 7546.50
NEW BALANCE	7769.42	TOTAL AVAILABLE CREDIT	30	PURCHASES	♦ 0.00
MINIMUM PAYMENT DUE	388.00	CASH ADVANCE CREDIT LIMIT*	7800	CASH ADVANCES	♦ 0.00
AMOUNT PAST DUE	193.00	CASH ADVANCE AVAILABLE CREDIT	30	DEBITS	— 0.00
PAYMENT MUST BE		OVERLIMIT AMOUNT	0.00	PAYMENTS	— 0.00
RECEIVED BY	BEP 12, 2004	*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE			

CARDMEMBER SERVICE CENTER: 800-379-7999  
PAYMENT BY PHONE NUMBER 2-PAY-CARD  
FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4997. HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0957  
SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 17038, BALTIMORE, MD 21297-0448  
MAIL INQUIRIES TO: CARDMEMBER SERVICE, PO BOX 21550, TULSA, OK 74121-1550  
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.  
One Online: [www.2paycard.com](http://www.2paycard.com)

OUR RECORDS INDICATE YOUR ACCOUNT IS PAST DUE.  
IF YOU HAVE NOT MAILED YOUR PAYMENT, PLEASE DO  
SO TODAY.

**A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)**

AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES 6339.38	.08215 %	29.99 %	151.03	29.99 %		
CASH ADVANCES 1296.57	.08215 %	29.99 %	30.89	29.99 %	29	AUG 18, 2004

WHEN SENDING YOUR PAYMENT...  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK  
BE SURE TO SIGN YOUR CHECK  
REMOVE THE TOP PORTION OF YOUR STATEMENT TO RETURN WITH YOUR  
PAYMENT IN THE ENVELOPE PROVIDED  
PAYMENT IS DUE BY THE DATE INDICATED ON THE STATEMENT

CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

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MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0187 7862

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
09/20/04	8,061.10	602.00	388.00	10/15/04	\$ [REDACTED]

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 17036  
BALTIMORE, MD 21297-0448

JOHN K. MARTIN  
SYNTHA MARTIN  
PO BOX 580  
OSCEOLA MILLS PA 16666-9626

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A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
PURCHASES, CASH ADVANCES & FEES					
09/13	09/13		OVERLIMIT FEE		39.00
09/20	09/20		LATE FEE		39.00
			*FINANCE CHARGE*	PURCHASES \$177.62 CASH ADVANCE \$36.06	213.68

YOUR ACCOUNT SUMMARY - SEPTEMBER 2004

ACCOUNT AND PAYMENT INFORMATION	CREDIT LINE INFORMATION	ACCOUNT SUMMARY
ACCOUNT NUMBER 5458 0037 0187 7862	TOTAL CREDIT LINE \$ 7800	PRIOR PAYMENT BALANCE \$ 7769.42
NEW BALANCE 8,061.10	TOTAL AVAILABLE CREDIT 0	PURCHASES + 0.00
MINIMUM PAYMENT DUE 602.00	CASH ADVANCE CREDIT LIMIT* 7800	CASH ADVANCES + 0.00
AMOUNT PAST DUE 388.00	CASH ADVANCE AVAILABLE CREDIT 0	CREDITS - 0.00
PAYMENT MUST BE	OVERLIMIT AMOUNT 388.00	PAYMENTS - 0.00
RECEIVED BY OCT 15, 2004	*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE	OTHER + 79.00
		FINANCE CHARGE + 213.68
		NEW BALANCE = 8,061.10

CARDMEMBER SERVICE CENTER: 800-379-7999

PAYMENT BY PHONE 877-92-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-937-4107. HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0567

SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 17036, BALTIMORE, MD 21297-0448

MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

YOUR ACCOUNT IS TWO PAYMENTS PAST DUE. CALL US  
IMMEDIATELY AT 1-800-435-1415 TO MAKE PAYMENT  
ARRANGEMENTS.

5994 0004 XPD 2 7 13 040920 Page 1 of 2 8800 3700 791P 0IAK5994 31049

ALWAYS SEND PAYMENT BY MAIL.  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE ENVELOPE.  
BE SURE TO SIGN YOUR PAYMENT.  
REMOVE THE ENVELOPE FROM YOUR STATEMENT AND RETURN ONLY YOUR PAYMENT TO THE ENVELOPE PROVIDED.  
PAYMENT IS DUE BY THE DATE INDICATED IN YOUR STATEMENT.

VOID

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T I T A N I U M



ACCOUNT NUMBER 5458 0037 0187 7862

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	6551.88	.08215 %	29.99 %	177.62	29.99 %		
CASH ADVANCES	1330.01	.08215 %	29.99 %	36.06	29.99 %	33	SEP 20, 2004

Making payments by phone is fast and easy. Just call  
1-877-2-PAY-CARD - 24 hours a day 7 days a week.

Duplicate Statement

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X Page 2 of 2

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WHEN SENDING US YOUR PAYMENT,  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK.  
BE SURE TO SIGN YOUR CHECK.  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN ONLY YOUR  
PAYMENT IN THE ENVELOPE PROVIDED.  
PAYMENT IS DUE BY THE DATE INDICATED ON THIS STATEMENT.

CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

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MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

ACCOUNT NUMBER 5468 0037 0187 7862

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
10/19/04	8,334.30	811.00	602.00	11/13/04	\$

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 105278  
ATLANTA GA 30348-5278

JOHN K MARTIN  
CYNTHIA MARTIN  
RR 1 BOX 580  
OSCEOLA MILLS PA 16666-9626

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A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
<b>PURCHASES, CASH ADVANCES &amp; FEES</b>					
09/21	09/21		OVERLIMIT FEE		39.00
10/19	10/19		LATE FEE		39.00
			*FINANCE CHARGE*	PURCHASES \$162.70 CASH ADVANCE \$32.50	195.20

YOUR ACCOUNT SUMMARY - OCTOBER 2004

ACCOUNT AND PAYMENT INFORMATION	CREDIT LINE INFORMATION	ACCOUNT SUMMARY
ACCOUNT NUMBER 5468 0037 0187 7862	TOTAL CREDIT LINE \$ 7800	PREVIOUS BALANCE \$ 8051.10
NEW BALANCE \$334.30	TOTAL AVAILABLE CREDIT 0	SOURCES + 0.00
MINIMUM PAYMENT DUE \$11.00	CASH ADVANCE CREDIT LIMIT* 7800	CASH ADVANCES + 0.00
AMOUNT PAST DUE 602.00	CASH ADVANCE AVAILABLE CREDIT -	CREDITS - 0.00
PAYMENT MUST BE	OVERLIMIT AMOUNT -	PAYMENTS - 0.00
RECEIVED BY NOV 13, 2004	*CASH ADVANCE CREDIT LIMIT IS	OTHER + 78.00
	PORTION OF YOUR TOTAL CREDIT LINE	FINANCE CHARGE + 195.20
		NEW BALANCE = \$334.30

CARDMEMBER SERVICE CENTER: 800-379-7999

PAYMENT BY PHONE: 877-92-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4001. HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0567

SEND PAYMENTS TO: PAYMENT CENTER PO BOX 105278, ATLANTA GA 30348-5278

MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

IT IS IMPERATIVE THAT YOU PAY YOUR ACCOUNT  
IMMEDIATELY. CALL US AT 1-800-435-1415 TO  
DISCUSS FURTHER PAYMENT ARRANGEMENTS.

5994 0025 XPD 2 7 13 041019 EX Page 1 of 2 8800 3700 791P 01AK5994 64405

WHEN SENDING YOUR PAYMENT...  
ALWAYS INCLUDE YOUR PAYMENT SLIP ON THE CARD  
BE SURE TO SIGN YOUR CARD  
REMOVE THE PORTION OF YOUR STATEMENT TO RETURN YOUR  
PAYMENT TO THE ENVELOPE PROVIDED  
PAYMENTS DUE BY THE DATE INDICATED IN THE STATEMENT

VOID

Direct Merchants Bank®

T I T A N I U M



ACCOUNT NUMBER 5458 0037 0187 7862

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	6829.65	.08215 %	29.99 %	162.70	29.99 %		
CASH ADVANCES	1364.29	.08215 %	29.99 %	32.50	29.99 %	29	OCT 19, 2004

Making payments by phone is fast and easy. Just call  
1-877-2-PAY-CARD - 24 hours a day 7 days a week.

Duplicate Statement

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EX Page 2 of 2

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**VOID**

WHEN SENDING US YOUR PAYMENT,  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK.  
BE SURE TO SIGN YOUR CHECK.  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN IT TO YOUR BANK.  
PAYMENT BY MAIL ENVELOPE PROVIDED  
PAYMENT IS DUE BY THE DATE INDICATED ON THIS STATEMENT.

CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

**Direct Merchants Bank®**  
TITANIUM



MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0187 7862

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
11/17/04	8,614.08	1,027.00	811.00	12/12/04	\$100.00

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 105278  
ATLANTA GA 30348-5278

JOHN K. MARTIN  
SYNTHA MARTIN  
PO BOX 280  
OSCEOLA MILLS PA 16666-9626

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A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
PURCHASES, CASH ADVANCES & FEES					
10/20	10/20		OVERLIMIT FEE		39.00
11/17	11/17		LATE FEE		39.00
		"FINANCE CHARGE"	PURCHASES \$168.50 CASH ADVANCE \$33.28		201.78

YOUR ACCOUNT SUMMARY - NOVEMBER 2004

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY			
ACCOUNT NUMBER	5458 0037 0187 7862	TOTAL CREDIT LINE	\$ 7800	PREVIOUS BALANCE	\$ 8334.30		
NEW BALANCE	8,614.08	TOTAL AVAILABLE CREDIT	0	PURCHASES	+	0.00	
MINIMUM PAYMENT DUE	1,027.00	CASH ADVANCE CREDIT LIMIT	7800	CASH ADVANCES	+	0.00	
AMOUNT PAST DUE	811.00	CASH ADVANCE AVAILABLE CREDIT		CREDITS	-	0.00	
PAYMENT MUST BE		OVERLIMIT AMOUNT	811.00	PAYMENTS	-	0.00	
RECEIVED BY	DEC 12, 2004	"CASH ADVANCE CREDIT LIMIT IS		OTHER	+	78.00	
		PORTION OF YOUR TOTAL CREDIT LINE		FINANCE CHARGE	+	201.78	
				NEW BALANCE	+	8814.08	

CARDMEMBER SERVICE CENTER: 800-379-7898

PAYMENT BY PHONE: 1-877-2-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-937-4331. HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0567

SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 105278, ATLANTA GA 30348-5278

MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIOD RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	707.50	.08215 %	29.99 %	168.50	29.99 %		
CASH ADVANCES	1397.17	.08215 %	29.99 %	33.28	29.99 %	29	NOV 17, 2004

Making payments by phone is fast and easy. Just call  
1-877-2-PAY-CARD - 24 hours a day 7 days a week.

5994 0180 XPD 2 7 13 041117 EX Page 1 of 1 8800 3700 791P 01AK5994 1609

WHEN SENDING YOUR PAYMENT...  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK  
BE SURE TO SIGN YOUR CHECK  
REMOVE THE PORTION OF YOUR STATEMENT THAT RETURN WITH YOUR  
PAYMENT. THE ENVELOPE PROVIDED  
IS DUE BY THE DATE INDICATED IN THE STATEMENT.

VOID

CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

## Direct Merchants Bank<sup>®</sup>



MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

**YOUR PAYMENT COUPON**

ACCOUNT NUMBER 5458 0037 0187 7867

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
12/20/04	8,929.76	<b>1,265.00</b>	1,027.00	<b>01/14/05</b>	\$

New address or email? Check box. See reverse side.

**SEND PAYMENTS TO:**

PAYMENT CENTER  
PO BOX 105278  
ATLANTA GA 30348-5278

JOHN K MARTIN 022  
CYNTHIA MARTIN 121  
RR 1 BOX 580  
OSCEOLA MILLS PA 16666-9626

545800370187786200126500008929768

Detach and insert this top portion in the enclosed envelope. Be sure the Payment Center address shows in the envelope window.

## Direct Merchants Bank<sup>®</sup>

**A VIEW OF YOUR RECENT CHARGES AND CREDITS**

Pay Online: [www.sanjournecentralonline.com](http://www.sanjournecentralonline.com)

TRANS	POST	REFERENCE	DATE	DATE	NUMBER	DESCRIPTION	CREDITS	CHARGES
<b>PURCHASES, CASH ADVANCES &amp; FEES</b>								
1/18	1/18					OVERLIMIT FEE		39.00
12/20	12/20					LATE FEE		39.00
						"FINANCE CHARGE"	PURCHASES \$198.83 CASH ADVANCE \$38.85	237.68

YOUR ACCOUNT SUMMARY - DECEMBER 2004

**ACCOUNT AND PAYMENT INFORMATION**  
**ACCOUNT NUMBER** 6469 0037 0167 7882  
**NEW BALANCE** 8929.76  
**MINIMUM PAYMENT DUE** 1265.00  
**AMOUNT PAST DUE** 1027.00  
**PAYMENT MUST BE**  
**RECEIVED BY** **JAN 14, 2005**

**CREDIT LINE INFORMATION**  
**TOTAL CREDIT LINE**  
**TOTAL AVAILABLE CREDIT**  
**CASH ADVANCE CREDIT LIMIT**  
**CASH ADVANCE AVAILABLE C**  
**OVERLIMIT AMOUNT**  
**\*CASH ADVANCE CREDIT L**  
**PORTION OF YOUR TOTAL C**

ACCOUNT SUMMARY	
PREVIOUS BALANCE	\$ 9514.00
PURCHASES	0.00
CASH ADVANCES	0.00
REDITS	0.00
PAYMENTS	0.00
OTHER	78.00
FINANCE CHARGE	237.66
NEW BALANCE	9802.76

**CARDMEMBER SERVICE CENTER: 800-379-7988**  
**PAYMENT BY PHONE: 800-379-7988**  
**CARD**  
**FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4979** (DEAF/IMPAIRED-TDD CUSTOMERS CALL: 877-902-0957)  
**SEND PAYMENTS TO: PAYMENT CENTER, P.O. BOX 105278, ATLANTA, GA 30348-5278**  
**MAIL INQUIRIES TO: CARDMEMBER SERVICES, P.O. BOX 21550, TULSA, OK 74121-1550**  
**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.**

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS, LATE PAYMENTS, OR OTHER DEFECTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

A SUMMARY OF YOUR FINANCE CHARGES EXCLUDING PROMOTIONAL OFFERS

CREDIT CARD STATEMENT (NON-FUNCTIONAL OFFERS)						
AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES 7334.58	.08215 %	29.99 %	198.83	29.99 %		
CASH ADVANCES 1433.20	.08215 %	29.99 %	38.85	29.99 %	31	DEC 21 2004

5994 0201 XPD 2 7 13 041220 EXP Page 1 of 1 8800 3700 291P 01AK5994 1211

WHEN SENDING IN YOUR PAYMENT...  
ALWAYS INCLUDE YOUR CONFIRMATION NUMBER ON THE CHECK.  
BE SURE TO SIGN YOUR CHECK.  
WE THE TOP PORTION OF YOUR STATEMENT AND RETURN WITH YOUR  
PAYMENT IN THE ENVELOPE PROVIDED.  
PAYMENT IS DUE BY THE DATE INDICATED IN THE STATEMENT.

CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

**Direct Merchants Bank®**  
TITANIUM



MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0037 0187 7862

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
01/19/05	9,152.48	1,494.00	1,265.00	02/13/05	\$ [REDACTED]

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 105278  
ATLANTA GA 30348-5278

JOHN K MARTIN  
CYNTHIA MARTIN  
PO BOX 280  
OSCEOLA MILLS PA 16666-9626

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**Direct Merchants Bank®**  
TITANIUM

A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
PURCHASES, CASH ADVANCES & FEES "FINANCE CHARGE"			PURCHASES \$188.47 CASH ADVANCE \$36.25		222.72

YOUR ACCOUNT SUMMARY - JANUARY 2005

ACCOUNT AND PAYMENT INFORMATION	CREDIT LINE INFORMATION	ACCOUNT SUMMARY
ACCOUNT NUMBER 5458 0037 0187 7862	TOTAL CREDIT LINE \$ 7800	PREVIOUS BALANCE \$ 8229.76
NEW BALANCE 9152.48	TOTAL AVAILABLE CREDIT 0	PURCHASES + 0.00
MINIMUM PAYMENT DUE 1494.00	CASH ADVANCE CREDIT LIMIT* 7800	CASH ADVANCES + 0.00
AMOUNT PAST DUE 1265.00	CASH ADVANCE AVAILABLE CREDIT 0	REDUCED PAYMENTS - 0.00
PAYMENT MUST BE RECEIVED BY FEB 13, 2005	OVERLIMIT AMOUNT 1352.48	OVERDRAFT FEES - 0.00
	*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE	OTHER + 0.00
		FINANCE CHARGE + 222.72
		NEW BALANCE - 8152.48

CARDMEMBER SERVICE CENTER 100-579-7999

PAYMENT BY PHONE: 877-2-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4997 HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0387  
SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 105278, ATLANTA GA 30348-5278  
MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	7566.20	.0215 %	29.99 %	186.47	29.99 %		
CASH ADVANCES	1470.24	.0215 %	29.99 %	36.25	29.99 %	30	JAN 19, 2005

Making payments by phone is fast and easy. Just call  
1-877-2-PAY-CARD - 24 hours a day 7 days a week.

5994 0001 XPD 2 7 13 050119 EX Page 1 of 1 8800 3700 791P 01AK5994 1569

WHEN SENDING PAYMENT...  
ALWAYS INCLUDE YOUR STATEMENT NUMBER ON THE CHECK.  
BE SURE TO SIGN YOUR CHECK.  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN IT TO YOUR  
PAYMENT IN THE ENVELOPE PROVIDED.  
PAYMENT IS DUE BY THE DATE INDICATED IN THIS STATEMENT.

**VOID**

CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

**Direct Merchants Bank®**  
T I T A N I U M



MAKE PAYMENTS PAYABLE TO: DIRECT MERCHANTS BANK  
YOUR PAYMENT COUPON

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	ACCOUNT NUMBER 5458 0037 0187 7862
02/17/05	9,373.05	1,729.00	1,494.00	03/14/05	\$

New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

PAYMENT CENTER  
PO BOX 105278  
ATLANTA GA 30348-5278

JOHN K MARTIN  
CYNTHIA MARTIN  
RR 1 BOX 580  
OSCEOLA MILLS PA 16666-9626

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Detach and insert this top portion in the enclosed envelope. Be sure the Payment Center address shows in the envelope window.

**Direct Merchants Bank®**  
T I T A N I U M

A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS POST DATE	REFERENCE DATE	DESCRIPTION	CREDITS	CHARGES
PURCHASES, CASH ADVANCES & FEES				
*FINANCE CHARGE* PURCHASES \$184.67 CASH ADVANCE \$35.90 220.57				

YOUR ACCOUNT SUMMARY - FEBRUARY 2005

ACCOUNT AND PAYMENT INFORMATION	CREDIT LINE INFORMATION	ACCOUNT SUMMARY
ACCOUNT NUMBER 6458 0037 0187 7862	TOTAL CREDIT LINE \$ 7800	PREVIOUS BALANCE \$ 9152.48
NEW BALANCE 9373.05	TOTAL AVAILABLE CREDIT 0	PURCHASES + 0.00
MINIMUM PAYMENT DUE 1729.00	CASH ADVANCE CREDIT LIMIT 7800	CASH ADVANCES + 0.00
AMOUNT PAST DUE 1494.00	CASH ADVANCE AVAILABLE CREDIT 0	CHARGES - 0.00
PAYMENT MUST BE	OVERLIMIT AMOUNT 1673.06	PAYMENTS - 0.00
RECEIVED BY MAR 14, 2005	*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE	OTHER + 0.00
		FINANCE CHARGE + 220.57
		NEW BALANCE 9373.05

CARDMEMBER SERVICE CENTER 800-479-7999

PAYMENT BY PHONE: 877-2-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 804-867-4997 HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967

SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 105278, ATLANTA GA 30348-5278

MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES 7751.78	.08215 %	29.99 %	184.67	29.99 %		
CASH ADVANCES 1568.00	.08215 %	29.99 %	35.90	29.99 %	29	FEB 17, 2005

Making payments by phone is fast and easy. Just call  
1-877-2-PAY-CARD - 24 hours a day 7 days a week.

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Ex Page 1 of 1

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WHEN SENDING YOUR PAYMENT...  
ALWAYS INCLUDE YOUR STATEMENT NUMBER ON THE CHECK  
BE SURE TO SIGN YOUR CHECK  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN IT TO YOUR  
PAYMENT CENTER IN THE ENVELOPE PROVIDED  
PAYMENTS DUE BY THE DATE INDICATED IN YOUR STATEMENT

W O I D



**DIRECT MERCHANTS BANK<sup>SM</sup>**

## **Cardholder Agreement**

### **AGREEMENT TO TERMS — USE OF YOUR ACCOUNT — DEFINITION OF PARTIES**

This is the Agreement which covers your credit card account (called your "Account") with us. You and Direct Merchants Credit Card Bank<sup>SM</sup>, National Association, will be bound by it from the first time you use the Account. If your Account is a joint Account, you and your joint Account holder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement.

In this Agreement, and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, credit card or acceptance form, and the words "we," "us," and "our" refer to Direct Merchants Credit Card Bank<sup>SM</sup>, National Association.

#### **PROMISE TO PAY**

You promise to pay for: (a) credit extended by Direct Merchants Credit Card Bank, National Association, to you or to anyone whom you permit to use this Account; (b) finance charges, late charges, and other administrative charges (e.g., returned check charges, research charges) provided in this Agreement; and (c) collection costs and attorneys' fees as permitted by applicable law if your Account should go into default.

We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without losing any of our rights under this Agreement.

#### **CASH ADVANCES**

The term cash advance is defined as and includes the following transactions: (a) Automated Teller Machine (ATM) transactions; (b) transfer and convenience check transactions; and (c) in-bank transactions. Convenience checks are used the same as personal checks. Both transfer and convenience checks are drawn on your Account and billed on your statement.

There is a cash advance transaction fee applied to every cash advance transaction. The cash advance transaction fee is equal to 2% of the cash advance, with a minimum fee of \$2 per transaction.

#### **MAXIMUM CREDIT LINE**

You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your maximum credit line. Your cash advance credit limit may be limited to 50% of your maximum credit line. You agree not to allow your total unpaid balance, including finance charges and other charges, to exceed your maximum credit line. We are not required to make cash advances (including accepting transfer or convenience checks or ATM transactions) or extend credit for purchases at your request if you have exceeded your credit line, but if we do, you agree to pay us that excess amount, plus applicable finance charges and an over limit fee, immediately. Your credit line amount is defined on the enclosed Card Carrier directly above your credit card.

#### **STATEMENTS**

We will send you a statement covering each billing cycle in which you have a balance in excess of \$1. The statement will reflect: (a) payments, credits, purchases, cash advances, finance charges, and all other charges made to your Account during the billing cycle; (b) the minimum payment you must make (called the "minimum payment") and the date by which the

(1)

minimum payment must be paid in order to avoid late charges; and (c) your available credit.

#### PAYMENT

Payment is due when you receive your statement each month. We will not impose any late charges if you pay at least the minimum payment reflected in your statement by the date specified, which will always be 25 days from the statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "new balance"). Send payments to Cardholder Payments, P.O. Box 85305, Louisville, KY 40285-5305.

The minimum payment each month will be equal to 2% of the new balance or \$10, whichever is greater, or the amount of the new balance if less than \$10, plus:

- (a) any past due amounts appearing on your statement; and
- (b) the amount by which the new balance exceeds your credit line.

All payments by mail must be made by check or money order. Payments may not be made using a transfer or convenience check. You agree that any payment you make may be returned to you without applying it to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numeric and written amounts; (4) contains a restrictive endorsement; (5) is post dated; (6) is not payable to Direct Merchants Bank, or Direct Merchants Credit Card Bank, N.A.; (7) is not payable in U.S. dollars; (8) is not paid upon presentment; or (9) is drawn on a transfer or convenience check. You agree to pay any bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement.

#### HOW WE FIGURE FINANCE CHARGES

The periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the average daily balance for purchases times the monthly periodic rate for purchases. There is no finance charge for purchases when a grace period applies. To calculate the finance charge for cash advances, we multiply the average daily balance for cash advances times the monthly periodic rate for cash advances, then add applicable cash advance transaction fees. The Account is subject to a minimum finance charge of \$ .50.

#### AVERAGE DAILY BALANCES

We calculate average daily balances separately for purchases and for cash advances. In each case, we start by calculating a "daily balance" for each day in the billing cycle.

- The daily balance of purchases for any day is equal to the previous day's daily balance for purchases plus any new purchases and any other charges that we add that day and minus any payments and credits we apply to purchases that day.

We add new purchases to the daily balance on the purchase date.

If other charges (like annual fees, late charges, over limit charges and finance charges) appear on a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement.

We apply payments and credits on the day they are received.

- The daily balance of cash advances on any day is equal to the previous day's daily balance for cash advances, plus any new cash advances made that day and minus any payments and credits applied to cash advances that day. If you incur cash advance transaction fees during the period covered by a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement. We treat any cash advances obtained by transfer or convenience checks as having been made on the transaction date shown on your periodic statement.

After we have calculated all the daily balances for a monthly billing cycle, we add the daily balances for purchases and the daily balances for cash advances, and then divide each sum by the number of days in the billing cycle. The resulting amounts are the average daily balances for purchases and cash advances.

#### **MONTHLY PERIODIC RATES**

The monthly periodic rate for purchases (as of June, 1996) is 1.54%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.50%. The monthly periodic rate for cash advances (as of June, 1996) is 1.71%, which corresponds to an ANNUAL PERCENTAGE RATE of 20.50%. The monthly periodic rate is a variable rate that may increase or decrease if the highest prime rate published in *The Wall Street Journal* (the "prime rate") increases or decreases. The monthly periodic rate for purchases for any monthly billing cycle will be one twelfth of the sum of 10.25% plus the prime rate published on the third Tuesday of the month preceding the month in which that billing cycle ends, and for cash advances one twelfth of the sum of 12.25% plus the prime rate. The monthly periodic rate for both cash advances and purchases may never fall below 1.36% regardless of the level of the prime rate. An increase in the monthly periodic rate may increase the minimum payment due on your Account.

#### **ADJUSTING FOR GRACE PERIODS**

"Grace periods" are periods during which we impose no finance charges on purchases. We impose no finance charge on a purchase added to your daily balance during the billing cycle covered by a periodic statement if that statement shows no previous balance or shows that the previous balance was paid in full within 25 days. Also, we impose no additional finance charge on any purchases included in the new balance of a monthly periodic statement if you pay the new balance in full on or before the date specified in your statement.

#### **LATE CHARGE**

At least the minimum payment amount shown on your statement is due each month when you receive your statement. We may impose a \$15 late charge if you do not pay at least the minimum payment by the date specified in your statement, which will always be 25 days from the statement date.

#### **OVER LIMIT CHARGE**

If you go over your credit line, you will be billed an over limit charge of \$15. This charge will be imposed only once per billing cycle, but will be imposed in each billing cycle that you remain over your credit line.

#### **RETURNED CHECK CHARGE**

You agree to pay \$15 each time you make a payment on your Account with a check that is returned unsatisfied by your bank or other financial institution.

#### **RESEARCH CHARGES**

You agree to pay \$5 for each sales slip, statement, transfer or convenience check copy you request if more than one copy is requested per year.

#### **APPLICATION OF PAYMENTS**

We apply your payments in the following order: to any unpaid finance charges, administrative charges, promotional balances, cash advances, and purchases.

#### **CHANGE OF TERMS (including finance charges)**

SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, WITHOUT LIMITATION, INCLUDING ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGES, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

#### **DEFAULT AND TERMINATION OF AGREEMENT**

You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the date specified in your statement; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgement or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (j) your moving out of the U.S. After your default, your Account balance will continue to accrue finance charges at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue finance charges until paid in full and are subject to all the terms and conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Upon default, we will apply your payments first to attorneys' fees and then in the order set forth under Application of Payments.

#### **CREDIT AUTHORIZATIONS**

Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your card.

#### **CARD RENEWAL**

Cards are issued with an expiration date. We have the right not to renew your card for any reason.

#### **CARD CANCELLATION**

The card(s), transfer and convenience checks issued to you remain our property. Upon cancellation, you agree to return your card(s) and any unused transfer or convenience checks to us.

#### **CLOSING YOUR ACCOUNT**

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your card(s) and any unused transfer and/or convenience checks to us. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is cancelled.

#### **LIABILITY FOR UNAUTHORIZED USE**

You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1 800 205-9988 or writing us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the credit card from

the previously authorized user and return it to us at the aforementioned address along with a letter explaining why you are doing so.

**LOST OR STOLEN CREDIT CARD(S) AND/OR CHECKS**

You agree to notify us immediately if your card(s) or any transfer or convenience checks are lost or stolen. You may notify us by calling 1 800 205-9988.

**CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT**

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

**FOREIGN TRANSACTIONS**

If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard<sup>®</sup> International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**APPLICABLE LAW**

This Agreement and your Account will be governed by federal law and the laws of Utah, whether or not you live in Utah and whether or not your Account is used outside of Utah. This Agreement is entered into in Utah and all credit under the Agreement will be extended from Utah. All terms and conditions of this Agreement (including the change of terms provision, the applicable law provision, and the finance charge, late charge, returned check charge, over limit charge, and research charge provisions) are deemed to be material to the determination of the finance charge.

**ASSIGNMENT OF ACCOUNT**

We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

**PRIVACY PRACTICES**

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may, on a regular basis, furnish purchase, transaction and credit experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your application with our affiliates and other third parties. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency(ies). You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other Cardholders.

**UPDATED FINANCIAL AND OTHER INFORMATION**

Upon request, you agree to promptly give us accurate financial and other information about yourself.

**SEVERABILITY**

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. Your credit card is issued under this Agreement by Direct Merchants Credit Card Bank<sup>SM</sup>, National Association, Salt Lake City, Utah.

First Data Resources, Inc. provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

### **YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### **NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure of.

#### **YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### **SPECIAL RULE FOR CREDIT CARD PURCHASES**

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## BILL OF SALE AND ASSIGNMENT OF ASSETS

The undersigned Metris Companies, Inc. ("Assignor") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Worldwide Asset Purchasing, LLC, a limited liability company organized under the laws of the State of Nevada ("Assignee"), except as otherwise provided, without recourse and without representations or warranties of any type, kind, character or nature, express or implied, all of Assignor's right, title and interest in and to each of the Assets (the "Assets") identified in the Asset Schedule ("Asset Schedule") attached hereto together with the right to collect all principal, interest or other proceeds of any kind with respect to the Assets remaining due and owing as of the date hereof (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Assets into cash or other liquidated property, including, without limitation, insurance proceeds and condemnation awards), from and after the date of this Bill of Sale and Assignment of Assets.

DATED: March 17, 2005

ASSIGNOR:  
METRIS COMPANIES INC.

By: Matt Melius

Name: Matt Melius

Title: EVP – Credit Risk

EXHIBIT C

<b>Asset Schedule</b>					
NAME	ACCOUNT NUMBER	ORIGINAL BALANCE	ADDRESS	CITY	STATE ZIP
John K Martin	5456003701877862	\$9,373.05	62 Cranberry Ln	Osceola Mills	PA 16666
OTHER ACCOUNTS REDACTED					

Verification

Gayle Dixon

(Name of authorized representative)

is Attorney Relationship Manager  
(Title or Position)

for Worldwide Asset Purchasing, LLC, the within Plaintiff, and makes this statement on its behalf  
as to the truthfulness of the facts set forth in the foregoing Complaint subject to the penalties of 18  
Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 21 February 07

Gayle Dixon

Name

Martin/John K  
5458003701877862

FILED NO CC  
M 12:44 PM  
AUG 06 2007 Cert. of  
Disc. to  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty  
(6K)

Burton Neil & Associates, P.C.  
By: Burton Neil, Esquire ID. NO. 11348  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
610-696-2120  
Attorney for Plaintiff

WORLDWIDE ASSET PURCHASING LLC  
Plaintiff

v.

JOHN K MARTIN  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: NO. 2007-317-CD  
: CIVIL ACTION - LAW

**Praeclipe to Discontinue**

To the Prothonotary:

Kindly discontinue the above-captioned action without prejudice.

Burton Neil & Associates, P.C.

By: 

Burton Neil, Esquire  
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

73576



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**Worldwide Asset Purchasing, LLC**

Vs. **No. 2007-00317-CD**  
**John K. Martin**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 6, 2007, marked:

Discontinued without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Burton Neil, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of August A.D. 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary