

07-970-CD
Capital One vs John Landsberry al

Capital One vs John Landsberry
2007-970-CD

Date: 4/18/2008

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 10:11 AM

ROA Report

Page 1 of 1

Case: 2007-00970-CD

Current Judge: No Judge

Capital One Bankvs.John N. Landsberry

Civil Other-COUNT

Date		Judge
6/20/2007	New Case Filed.	No Judge
	X Filing: Complaint in Civil Action Paid by: Molczan, William T. (attorney for Capital One Bank) Receipt number: 1919469 Dated: 6/20/2007 Amount: \$85.00 (Check) 2CC shff.	No Judge
10/31/2007	X Sheriff Return, July 2, 2007 at 1:50 pm Served the within Complaint on John N. Landsberry aka John B. Lansberry by handing to Ward Goodrow. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Weltman \$32.85	No Judge
12/12/2007	X Answer Containing New Matter, filed by s/ David R. Thompson, Esquire. 2CC Atty.	No Judge
3/14/2008	X Reply to New Matter, filed by s/Matthew D. Urban, Esquire. No CC	No Judge
4/17/2008	X Certificate of Service, filed. Served a true and correct copy of the Answer to Plaintiff's First Request for Admissions and Request for Production of Documents in the above captioned matter by first class mail to Weltman Weinberg & Reis Co LPA, filed by s/ David R. Thompson Esq. (dated 4/16/2008) 1CC Atty Thompson.	No Judge

4-22-08 ✓ Amended Certificate of Service
8-26-08 ✓ Praecipe to Schedule
8-26-08 ✓ Motion for Summary Judgment
8-27-08 ✓ Order, dated 8-27-08
9-8-08 ✓ Affidavit of Service

FILED ^{pt \$85.00} ^{Atty}
m/12:50pm No CC
JUN 20 2007 2 cc Shff.

William A. Shaw
Prothonotary/Clerk of Courts

(5)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

vs.

JOHN N LANDSBERRY AKA
JOHN B LANSBERRY

Defendant

No. 07-970-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05781081

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

JOHN N LANDSBERRY AKA
JOHN B LANSBERRY

Defendant

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

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 twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims 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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation with offices in 140 EAST SHORE DRIVE, GLEN ALLEN, VA 23059.

2. Defendant is residing at RR BOX 331, WOODLAND, PA 16881.

COUNT I – ACCOUNT NO. 4862362372822489

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4862362372822489.

4. Defendant made use of said credit card and has currently a balance due of \$8, 481. 54 as of June 13, 2007.

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from June 13, 2007, a copy of Plaintiff's State of Accounts is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

WHEREFORE, the Plaintiff prays for judgment in its favor and against Defendant, JOHN B LANDSBERRY, INDIVIDUALLY, in count I, in the amount of \$8,481.54 with continuing interest thereon at the rate of 25.900% per annum from June 13, 2007 plus costs.

COUNT II – ACCOUNT NO. 5291071603681931

8. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

9. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 5291071603681931.

10. Defendant made use of said credit card and has currently a balance due of \$5,743.51 as of June 13, 2007

11. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

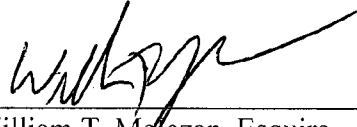
16. Plaintiff is entitled to the addition of interest at the rate of 27.74% per annum on the unpaid balance from June 13, 2007. A copy of Plaintiff's Statement of Accounts is attached hereto, marked as Exhibit "2" and made a part hereof.

17. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

WHEREFORE, the Plaintiff prays for judgment in its favor and against Defendant, JOHN BE LANDSBERRY, INDIVIDUALLY, in count II, in the amount \$5,743.51 with continuing interest thereon at the rate of 27.74% per annum from June 13, 2007.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Molezan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:05781081

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- Smarter Smart Dialer Technology
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CapitalOne®

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

OCT 22 - NOV 21, 2005
Page 1 of 1

Account Summary

Previous Balance	\$5,837.33
Payments, Credits and Adjustments	\$.00
Transactions	\$78.00
Finance Charges	\$129.82
New Balance	\$6,045.15
Minimum Amount Due	\$6,045.15
Payment Due Date	December 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	21 NOV	CAPITAL ONE MEMBER FEE	\$49.00
2	21 NOV	PAST DUE FEE	29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

You were assessed a past due fee of \$29.00 on 11/21/2005 because your minimum payment was not received by the due date of 11/21/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$5,445.14	.07096%	25.90%	\$119.78
CASH	\$456.32	.07096%	25.90%	\$10.04

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362372822489 21 6045150144006045151

New Balance	\$6,045.15
Minimum Amount Due	\$6,045.15
Payment Due Date	December 21, 2005

Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street _____ Apt. # _____
City _____ State _____ ZIP _____
Home Phone _____ Alternate Phone _____
Email Address _____ @ _____

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

#9032600470930744# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

EXHIBIT

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (in full, cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account.

Your card or account cannot be used in connection with any internet gambling transactions.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which this error or problem appeared. You can call our Customer Relations number, 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, a description of the error, and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited to your account on the day we receive them. Business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

VERIFICATION

CAPITAL ONE BANK

vs

LANDSBERRY, JOHN B

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, MAISHA DAVIS, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



MAISHA DAVIS


Notary Public

5291071603681931
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

MYRA PRINDLE
Notary Public
Gwinnett County Georgia
My Commission Expires July 31st 2009

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5802608

Capital One

PLATINUM MASTERCARD ACCOUNT

OCT 10 - NOV 09, 2005

5291-0716-0368-1931

Page 1 of 1

Account Summary

Previous Balance	\$3,676.32
Payments, Credits and Adjustments	\$0.00
Transactions	\$94.00
Finance Charges	\$87.65
New Balance	\$3,857.97
Minimum Amount Due	\$3,857.97
Payment Due Date	December 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	09 NOV	CAPITAL ONE MEMBER FEE	\$59.00
2	09 NOV	PAST DUE FEE	35.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

We appreciate your business and are converting your account to Platinum status as of October 17, 2005. So, be on the lookout for the arrival of your new Platinum card at your next reissue. Until then, you will receive Platinum benefits when you use your current card. For details about your new Platinum benefits, visit www.capitalone.com/creditcards and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$35.00 on 11/09/2005 because your minimum payment was not received by the due date of 11/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,699.96	.07600% P	27.74%	\$40.05
CASH	\$452.82	.07600% P	27.74%	\$10.67
SPECIAL TRANSFERS	\$1,567.65	.07600% P	27.74%	\$36.93

ANNUAL PERCENTAGE RATE applied this period

27.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291071603681931 09 3857970083003857974

New Balance	\$3,857.97
Minimum Amount Due	\$3,857.97
Payment Due Date	December 09, 2005

Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

008182

#9031467409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

EXHIBIT

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**SIGN UP
TODAY!**

1-888-587-9669

Mention Offer Code: COIN
Visit www.peoplepc.com/go/coin

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$8.95 per month thereafter. Offer available to new dial-up subscribers at least 16 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account center to assess ET to money that the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center for postpaid bills by 2 p.m. Eastern Standard Time. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102920
NO: 07-970-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK

vs.

DEFENDANT: JOHN N. LANDSBERRY aka JOHN B. LANSBERRY

FILED
03:10 PM
OCT 31 2007
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, July 02, 2007 AT 1:50 PM SERVED THE WITHIN COMPLAINT ON JOHN N. LANDSBERRY aka JOHN B. LANSBERRY DEFENDANT AT 1251 BISHTOWN ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WARD GOODROW, EMPLOYEE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8471794	10.00
SHERIFF HAWKINS	WELTMAN	8471794	22.85

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

COPY

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

JUN 20 2007

Attest.

William T. Molczan
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

vs.

JOHN N LANDSBERRY AKA
JOHN B LANSBERRY

Defendant

No. 07-970-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05781081

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

JOHN N LANDSBERRY AKA
JOHN B LANSBERRY

Defendant

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

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 twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims 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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation with offices in 140 EAST SHORE DRIVE, GLEN ALLEN, VA 23059.

2. Defendant is residing at RR BOX 331, WOODLAND, PA 16881.

COUNT I – ACCOUNT NO. 4862362372822489

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4862362372822489.

4. Defendant made use of said credit card and has currently a balance due of \$8, 481. 54 as of June 13, 2007.

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from June 13, 2007, a copy of Plaintiff's State of Accounts is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

WHEREFORE, the Plaintiff prays for judgment in its favor and against Defendant, JOHN B LANDSBERRY, INDIVIDUALLY, in count I, in the amount of \$8,481.54 with continuing interest thereon at the rate of 25.900% per annum from June 13, 2007 plus costs.

COUNT II – ACCOUNT NO. 5291071603681931

8. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

9. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 5291071603681931.

10. Defendant made use of said credit card and has currently a balance due of \$5,743.51 as of June 13, 2007

11. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

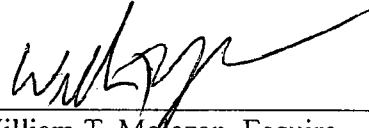
16. Plaintiff is entitled to the addition of interest at the rate of 27.74% per annum on the unpaid balance from June 13, 2007. A copy of Plaintiff's Statement of Accounts is attached hereto, marked as Exhibit "2" and made a part hereof.

17. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

WHEREFORE, the Plaintiff prays for judgment in its favor and against Defendant, JOHN BE LANDSBERRY, INDIVIDUALLY, in count II, in the amount \$5,743.51 with continuing interest thereon at the rate of 27.74% per annum from June 13, 2007.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:05781081

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PLATINUM VISA ACCOUNT
4862-3623-7282-2489

OCT 22 - NOV 21, 2005

Page 1 of 1

Account Summary

Previous Balance	\$5,837.33
Payments, Credits and Adjustments	\$0.00
Transactions	\$78.00
Finance Charges	\$129.82
New Balance	\$6,045.15
Minimum Amount Due	\$6,045.15
Payment Due Date	December 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	21 NOV	CAPITAL ONE MEMBER FEE	\$49.00
2	21 NOV	PAST DUE FEE	29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

You were assessed a past due fee of \$29.00 on 11/21/2005 because your minimum payment was not received by the due date of 11/21/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$5,445.14	.07096%	25.90%	\$119.78
CASH	\$456.32	.07096%	25.90%	\$10.04

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

00000000 0 4862362372822489 21 6045150144006045151

New Balance \$6,045.15
Minimum Amount Due \$6,045.15
Payment Due Date December 21, 2005
Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

007866

#9032600470930744# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

EXHIBIT

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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SIGN UP
TODAY!

1-888-587-9669

Mention Offer Code: COIN
Visit www.peoplepc.com/go/coin

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at any time. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

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4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

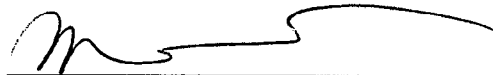
VERIFICATION

CAPITAL ONE BANK

vs

LANDSBERRY, JOHN B

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, MAISHA DAVIS, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



MAISHA DAVIS


Notary Public

5291071603681931
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

MYRA PRINDLE
Notary Public
Gwinnett County Georgia
My Commission Expires July 31st 2009

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- Spam Controls
- Smarter Smart Dialer Technology
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- Internet Call Waiting

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Capital One

PLATINUM MASTERCARD ACCOUNT

OCT 10 - NOV 09, 2005

5291-0716-0368-1931

Page 1 of 1

Account Summary

Previous Balance	\$3,676.32
Payments, Credits and Adjustments	\$0.00
Transactions	\$94.00
Finance Charges	\$87.65
New Balance	\$3,857.97
Minimum Amount Due	\$3,857.97
Payment Due Date	December 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	09 NOV	CAPITAL ONE MEMBER FEE	\$59.00
2	09 NOV	PAST DUE FEE	35.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

We appreciate your business and are converting your account to Platinum status as of October 17, 2005. So, be on the lookout for the arrival of your new Platinum card at your next reissue. Until then, you will receive Platinum benefits when you use your current card. For details about your new Platinum benefits, visit www.capitalone.com/creditcards and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$35.00 on 11/09/2005 because your minimum payment was not received by the due date of 11/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,699.96	.07600% P	27.74%	\$40.05
CASH	\$452.82	.07600% P	27.74%	\$10.67
SPECIAL TRANSFERS	\$1,567.65	.07600% P	27.74%	\$36.93

ANNUAL PERCENTAGE RATE applied this period

27.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291071603681931 09 3857970083003857974

New Balance	\$3,857.97
Minimum Amount Due	\$3,857.97
Payment Due Date	December 09, 2005

Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

#9031467409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

EXHIBIT

peoplepc™ online
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UNLIMITED INTERNET ACCESS

1-888-587-9669

**SIGN UP
TODAY!**

Mention Offer Code: COIN
Visit www.peoplepc.com/go/coin

PeoplePC is solely responsible for this offer, and is not affiliated with Capital One. Capital One does not provide, endorse or guarantee, and is not affiliated with, any product or service shown here. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. By responding to this offer, you may be communicating information about yourself to the company that provides this product - for example, that you are a Capital One customer.

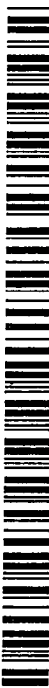
*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Service Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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OSR02 Z 0100
8182

1. How To Avoid A Finance Charge.

- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**
- c. If the code D (Prime) or (1-mo. LIBOR) or C (3-mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**

4. Assessment of Late, Overlimit and Returned Payment Fees.

- a. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.**
- b. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

- c. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

- 7. Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
- 8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited to your account until Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

CAPITAL ONE F.S.B.

Plaintiff

vs.

JOHN B. LANSBERRY,
STONE & WOOD, INC.

Defendants

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No. 07-970-CD

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TYPE OF CASE:

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Civil Action - Law

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TYPE OF PLEADING:

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Answer Containing New Matter

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FILED ON BEHALF OF:

*

Defendants

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COUNSEL OF RECORD FOR
THIS PARTY:

*

*

David R. Thompson, Esq.

*

Attorney at Law

*

Supreme Court I.D. 73053

*

P.O. Box 587

*

308 Walton Street, Suite 4

*

Philipsburg PA 16866

*

(814) 342-4100

*

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FILED 2cc
DEC 12 2007
ATTY
OK

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION LAW

CAPITAL ONE F.S.B.

Plaintiffs

vs.

JOHN B. LANSBERRY,
STONE & WOOD, INC.

Defendants

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* No. 07-970-CD
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NOTICE TO PLEAD

TO JAMES C. WARMBRODT, ATTORNEY FOR PLAINTIFFS:

You are hereby notified to file a written response to the enclosed Answer
Containing New Matter within twenty (20) days from service hereof.

By: 
David R. Thompson, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION LAW

CAPITAL ONE F.S.B.

Plaintiff

vs.

JOHN B. LANSBERRY
STONE & WOOD, INC.

Defendant

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No. 07-970-CD

ANSWER CONTAINING NEW MATTER

AND NOW, come the Defendant, John B. Lansberry, by and through his attorney, David R. Thompson, Esquire, and files the following Answer Containing New Matter.

COUNT I

1. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied, and strict proof there is demanded at the time of trial.

2. Denied. By way of further pleading Defendant John B. Lansberry has a legal address of 1219 Bishtown Road, Woodland, Pennsylvania, 16881.

3. Admitted.

4. Admitted in part and denied in part. It is admitted that Defendant had a credit card through Capital One. It is denied as to the amount alleged that is owed to Plaintiff.

5. Paragraph 5 is a Conclusion of Law to which no response is necessary. To the extent a response is deemed necessary, the same is denied and strict proof is demanded

at the time of trial.

6. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied and strict proof there is demanded at the time of trial. By way of further pleading, the exhibit 2 does not bare a date of June 13, 2007.

7. Admitted in part and denied in part. It is admitted that Defendant does maintain a balance to Plaintiff on the said account, and has not paid said balance in full. By way of further pleading, the amount of said balance is specifically denied. It is further denied that Defendant has willfully failed and refused to pay the balance, as the correct balance has never been forwarded.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in his favor and against Plaintiff, dismissing Plaintiff's Complaint with prejudice.

COUNT II

Paragraph 1 through 7 of Defendant's Answer is incorporated by reference as though the same were set forth at length herein.

8. No response is necessary.

9. Admitted.

10. Admitted in part and denied in part. It is admitted that the defendant's made use of a credit account through Capital One. It is specifically denied as to the amount alleged that is owed to the plaintiff.

11. Paragraph 11 is a Conclusion of Law to which no response is necessary. To the extent a response is deemed necessary, the same is denied and strict proof is

demanded at the time of trial.

16. (sic) After reasonable investigation answering defendant is with out information After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied and strict proof there is demanded at the time of trial. By way of further pleading , the exhibit 2 does not bare a date of June 13, 2007.

17. (sic) Admitted in part and denied in part. It is admitted that the defendant does owe a balance to the plaintiff and has not paid said balance in full. The amount that is specifically denied that the amount owed to plaintiff is as indicated. It is further denied that Defendant has willfully failed and refused to pay the balance, as the correct balance has never been forwarded.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in his favor and against Plaintiff, dismissing Plaintiff's Complaint with prejudice.

NEW MATTER

Paragraph 1 through 17 of Defendant's Answer is incorporated by reference as though the same were set forth at length herein.

18. The Plaintiff's Complaint is barred by the Applicable Statute of Limitations.

Respectfully submitted,

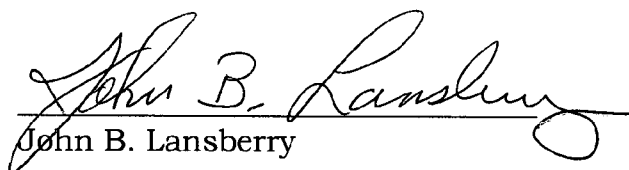
A handwritten signature in black ink, appearing to read "D.R. Thompson", with a long horizontal flourish extending to the right.

David R. Thompson, Attorney

VERIFICATION

I certify that the facts set forth in the foregoing **ANSWER CONTAINING
NEW MATTER** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 12-11-07


John B. Lansberry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

vs.

JOHN B LANDSBERRY AKA
JOHN B LANSBERRY

Defendant

No. 07-970-CD

REPLY TO NEW MATTER

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Matthew D. Urban, Esquire
PA I.D. #90963
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05781081

FILED ^{no} _{cc}
MAR 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-970-CD

JOHN B LANDSBERRY AKA
JOHN B LANSBERRY

Defendant

REPLY TO NEW MATTER

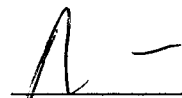
AND NOW, comes Plaintiff, CAPITAL ONE BANK, by and through its attorneys,
WELTMAN, WEINBERG & REIS, CO., L.P.A., and files this Reply to Defendant's New Matter In the
above referenced matter. In support thereof, Plaintiff avers as follows:

18. Denied as a Conclusion of Law to which no response is required.

WHEREFORE, Plaintiff respectfully demands the Judgment be entered in it's favor and against
Defendant for the full amount claimed in Plaintiff's Complaint.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL
BE USED FOR THAT PURPOSE.**

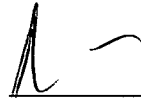
WELTMAN, WEINBERG & REIS, CO., L.P.A.



Matthew D. Urban, Esquire
PA I.D. #90963
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#:05781081

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this Reply to New Matter, and that the facts set forth in the foregoing Reply to New Matter are true and correct to the best of his knowledge, information and belief.



Matthew D. Urban, Esquire
PA I.D. #90963
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05781081

CERTIFICATE OF SERVICE

A true and correct copy of the within Reply to New Matter has been served by U.S. Mail, postage pre-paid, on 6th day of March, 2008 upon the following:

David R. Thompson, Esquire
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg, PA 16866



Matthew D. Urban, Esquire
PA I.D. #90963
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR# 05781081

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

CAPITAL ONE F.S.B.,

Plaintiff

JOHN B. LANSBERRY
STONE & WOOD, INC.,

Defendant

No. 07-970-CD

TYPE OF CASE:
Civil

TYPE OF PLEADING:
Certificate of Service

FILED ON BEHALF OF:
Defendant

**COUNSEL OF RECORD FOR
THIS PARTY:**

David R. Thompson, Esquire
Attorney at Law
Supreme Court 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED ^{ICC}
03:16 PM
APR 17 2008
Atty Thompson

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

CAPITAL ONE F.S.B.,

Plaintiff

JOHN B. LANSBERRY,
STONE & WOOD, INC.,

Defendant

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No. 07-970-CD

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, DAVID R. THOMPSON, ESQUIRE, do hereby certify that I served a true and correct copy of the **Answer To Plaintiff's First Request For Admissions And Request For Production Of Documents** in the above captioned matter on the following by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Weltman Weinberg & Reis Co LPA
Koppers Building
436 7th Avenue STE 2718
Pittsburgh, PA 15219-9517

DATE: 4-16-08

BY: _____

David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

CAPITAL ONE BANK,

Plaintiff

JOHN B. LANDSBERRY AKA
JOHN B. LANSBERRY,

Defendant

No. 07-970-CD

TYPE OF CASE:
Civil

TYPE OF PLEADING:
Amended Certificate of Service

FILED ON BEHALF OF:
Defendant

COUNSEL OF RECORD FOR
THIS PARTY:
David R. Thompson, Esquire
Attorney at Law
Supreme Court 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED

APR 22 2008

013:00/2 GR
William A. Shaw
Prothonotary/Clerk of Courts
2 chm to Att

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

CAPITAL ONE BANK,

Plaintiff

JOHN B. LANDSBERRY AKA
JOHN B. LANSBERRY

Defendant

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No. 07-970-CD

AMENDED CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, DAVID R. THOMPSON, ESQUIRE, do hereby certify that I served a true and correct copy of the **Amended Answer To Plaintiff's First Request For Admissions And Request For Production Of Documents** in the above captioned matter on the following by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Weltman Weinberg & Reis Co LPA
Koppers Building
436 7th Avenue STE 2718
Pittsburgh, PA 15219-9517

To correct the above caption matter.

DATE: 4-18-08

BY:



David R. Thompson, Esquire

FILED
APR 22 2008
Prothonotary/Clerk of Courts
William A. Shaw

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK,

Plaintiff,

Case No.: 07-970-CD

vs.

MOTION FOR SUMMARY JUDGMENT

JOHN N. LANDSBERRY AKA
JOHN B. LANDSBERRY,

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED

M 10:56 a.m. 6K
AUG 26 2008 NO CC

William A. Shaw
Prothonotary/Clerk of Courts

OK

WWR No. 05781081

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK,

Plaintiff,

Case No.: 07-970-CD

vs.

MOTION FOR SUMMARY JUDGMENT

JOHN N. LANDSBERRY AKA
JOHN B. LANDSBERRY,

Defendant.

MOTION FOR SUMMARY JUDGMENT

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Summary Judgment against the Defendant. In support thereof, Plaintiff avers as follows:

1. This action arises out of Defendant's failure to pay credit card debt owed to Plaintiff.
2. Plaintiff filed a Two Count Complaint against Defendant seeking judgment in the amount of \$8,481.54 for Count I and \$5,743.51 for Count II with continuing interest thereon at the rate of 27.74% per annum from June 13, 2007, and costs. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.
3. Attached to the Complaint was Verification from an authorized representative of Plaintiff verifying the accuracy of the amount sought. See Exhibit "A".
4. Defendant filed an Answer with New Matter to Plaintiff's Complaint. A true and correct copy of the Answer is attached hereto as Exhibit "B" and made a part hereof.
5. Defendant's Answer admits that he applied for, received, and made use of the credit cards referenced in Plaintiff's Complaint, but denies the amount Plaintiff avers to be due and owing.
6. On or about March 18, 2008, Plaintiff served upon Defendant a set of Requests for Admissions and Requests for Production of Documents. A true and correct copy of the same is attached

hereto as Exhibit "C" and made a part hereof. The Request for Admissions contained copies of every credit card billing statement sent to the Defendant. The Request for Production of Documents asked the Defendant to produce all evidence he intends on using at the time of trial.

7. On or about April 28, 2008, Defendant served upon Plaintiff his Amended Answer (hereinafter his "Response") to Plaintiff's Discovery Demands. A true and correct copy of the same is attached hereto as Exhibit "D" and made a part hereof.

8. By way of his Response, the Defendant again admits all of the material averments made in Plaintiff's Complaint, and only disputes the amount Plaintiff avers to be due and owing.

9. Plaintiff mails every credit card with the applicable Customer Agreement. Said Customer Agreement is attached hereto as Exhibit "E" and made a part hereof.

10. Upon receiving the credit cards, Defendant had the choice to accept the cards and agree to the terms and conditions of the Customer Agreement or to decline the cards and to not agree. Defendant freely chose the former and, through his use of the cards, agreed to pay the applicable late fees and interest rates under the terms and conditions of the Customer Agreement.

11. Defendant claims that he "has been unable to come up with a calculation that meets with what is alleged to be owed by Plaintiff." See Exhibit "D".

12. Plaintiff mailed Defendant account statements that detailed every payment, charge, and fee made throughout the lives of the credit cards and Plaintiff again attached these statements to its Discovery Demands. Defendant made thousands of dollars of payments and purchases on these accounts and has still yet to specifically dispute a single accounting entry. Plaintiff has also been available throughout the lives of these accounts to explain to Defendant any and all accounting entries

13. Defendant cannot defend against his default now solely by claiming he cannot calculate the relevant numbers.

14. Defendant's New Matter only asserts that Plaintiff's claim is barred by the applicable Statute of Limitations.

15. Defendants' last payment on the credit card bearing account number 4862362372822489 was made on April 21, 2005, and his last payment on the credit card bearing account number 5291071603681931 was made April 12, 2005. See statements attached to Exhibit "C". This suit was instituted on June 20, 2007, well within the time period allowed by the applicable statute of limitations. (42 Pa.C.S.A. §5525).

16. By way of Plaintiff's Discovery Demands, the Defendant was also requested to provide all documentary evidence or information planned on being used at trial to substantiate a defense to this suit.

17. No documents have been received.

18. Though given ample opportunity to do so, the Defendant has neither raised nor supported a single meritorious defense to this action.

19. No triable issues remain for trial; therefore Plaintiff is entitled to summary judgment as a matter of law against Defendant.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant summary judgment in favor of Plaintiff and against Defendant for \$8,481.54 for Count I and \$5,743.51 for Count II with continuing interest thereon at the rate of 27.74% per annum from June 13, 2007, and costs.

Respectfully Submitted:

By: 
Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No.

vs.

COMPLAINT IN CIVIL ACTION

JOHN N LANDSBERRY AKA
JOHN B LANSBERRY

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05781081

EXHIBIT

A

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

JOHN N LANDSBERRY AKA
JOHN B LANSBERRY

Defendant

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

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 twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims 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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation with offices in 140 EAST SHORE DRIVE, GLEN ALLEN, VA 23059.

2. Defendant is residing at RR BOX 331, WOODLAND, PA 16881.

COUNT I – ACCOUNT NO. 4862362372822489

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4862362372822489.

4. Defendant made use of said credit card and has currently a balance due of \$8, 481. 54 as of June 13, 2007.

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from June 13, 2007, a copy of Plaintiff's State of Accounts is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

WHEREFORE, the Plaintiff prays for judgment in its favor and against Defendant, JOHN B LANDSBERRY, INDIVIDUALLY, in count I, in the amount of \$8,481.54 with continuing interest thereon at the rate of 25.900% per annum from June 13, 2007 plus costs.

COUNT II – ACCOUNT NO. 5291071603681931

8. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

9. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 5291071603681931.

10. Defendant made use of said credit card and has currently a balance due of \$5,743.51 as of June 13, 2007

11. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

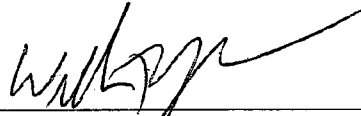
16. Plaintiff is entitled to the addition of interest at the rate of 27.74% per annum on the unpaid balance from June 13, 2007. A copy of Plaintiff's Statement of Accounts is attached hereto, marked as Exhibit "2" and made a part hereof.

17. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

WHEREFORE, the Plaintiff prays for judgment in its favor and against Defendant, JOHN BE LANDSBERRY, INDIVIDUALLY, in count II, in the amount \$5,743.51 with continuing interest thereon at the rate of 27.74% per annum from June 13, 2007.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Moczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:05781081

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CapitalOne

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

OCT 22 - NOV 21, 2005
Page 1 of 1

Account Summary

Previous Balance	\$5,837.33
Payments, Credits and Adjustments	\$0.00
Transactions	\$78.00
Finance Charges	\$129.82
New Balance	\$6,045.15
Minimum Amount Due	\$6,045.15
Payment Due Date	December 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	21 NOV	CAPITAL ONE MEMBER FEE	\$49.00
2	21 NOV	PAST DUE FEE	29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

You were assessed a past due fee of \$29.00 on 11/21/2005 because your minimum payment was not received by the due date of 11/21/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$5,445.14	.07096%	25.90%	\$119.78
CASH	\$456.32	.07096%	25.90%	\$10.04

ANNUAL PERCENTAGE RATE applied this period 25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 4862362372822489 21 6045150144006045151

New Balance \$6,045.15
Minimum Amount Due \$6,045.15
Payment Due Date December 21, 2005

Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

#9032600470930744# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

EXHIBIT

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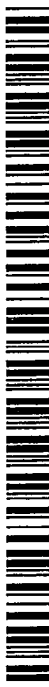
*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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2TROZ 2 0100
2900
Z

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge (1) from the date of the transaction or (2) from the date the transaction is processed to your Account or (3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to cash segment, and subtract any payments or credits. If the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the month: January, April, July and October.
c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

01LGBAK

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

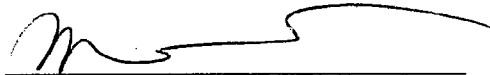
VERIFICATION

CAPITAL ONE BANK

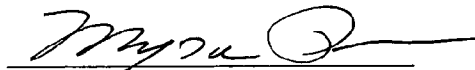
vs

LANDSBERRY, JOHN B

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, MAISHA DAVIS, Authorized Agent, of CAPITAL ONE BANK, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



MAISHA DAVIS



Notary Public

5291071603681931

A049

WELTMAN, WEINBERG & REIS CO., L.P.A.

MYRA PRINDLE

Notary Public

Gwinnett County Georgia

My Commission Expires July 31st 2009

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- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

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for the first 12 months* - a \$60 value!

\$4.97
a month for a year for \$49.97 (includes 12 months of service)

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CapitalOne®

PLATINUM MASTERCARD ACCOUNT
5291-0716-0368-1931

OCT 10 - NOV 09, 2005
Page 1 of 1

Account Summary

Previous Balance	\$3,676.32
Payments, Credits and Adjustments	\$0.00
Transactions	\$94.00
Finance Charges	\$87.65
New Balance	\$3,857.97
Minimum Amount Due	\$3,857.97
Payment Due Date	December 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	09 NOV	CAPITAL ONE MEMBER FEE	\$59.00
2	09 NOV	PAST DUE FEE	35.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

We appreciate your business and are converting your account to Platinum status as of October 17, 2005. So, be on the lookout for the arrival of your new Platinum card at your next reissue. Until then, you will receive Platinum benefits when you use your current card. For details about your new Platinum benefits, visit www.capitalone.com/creditcards and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$35.00 on 11/09/2005 because your minimum payment was not received by the due date of 11/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,699.96	.07600% P	27.74%	\$40.05
CASH	\$452.82	.07600% P	27.74%	\$10.67
SPECIAL TRANSFERS	\$1,567.65	.07600% P	27.74%	\$36.93

ANNUAL PERCENTAGE RATE applied this period

27.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 5291071603681931 09 3857970083003857974

New Balance \$3,857.97
Minimum Amount Due \$3,857.97
Payment Due Date December 09, 2005
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

#9031467409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

EXHIBIT

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INTERNET ACCESS**

1-888-587-9669

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Mention Offer Code: COIN
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†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

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00R02 Z 0100
00R02 Z 0100
00R02 Z 0100

1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One O1UGLBK

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION LAW

CAPITAL ONE F.S.B.

Plaintiffs

vs.

JOHN B. LANSBERRY,
STONE & WOOD, INC.

Defendants

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* No. 07-970-CD
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NOTICE TO PLEAD

TO JAMES C. WARMBRODT, ATTORNEY FOR PLAINTIFFS:

You are hereby notified to file a written response to the enclosed Answer
Containing New Matter within twenty (20) days from service hereof.

By: 

David R. Thompson, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION LAW

CAPITAL ONE F.S.B.

Plaintiff

vs.

JOHN B. LANSBERRY
STONE & WOOD, INC.

Defendant

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*

No. 07-970-CD

ANSWER CONTAINING NEW MATTER

AND NOW, come the Defendant, John B. Lansberry, by and through his attorney, David R. Thompson, Esquire, and files the following Answer Containing New Matter.

COUNT I

1. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied, and strict proof there is demanded at the time of trial.

2. Denied. By way of further pleading Defendant John B. Lansberry has a legal address of 1219 Bishtown Road, Woodland, Pennsylvania, 16881.

3. Admitted.

4. Admitted in part and denied in part. It is admitted that Defendant had a credit card through Capital One. It is denied as to the amount alleged that is owed to Plaintiff.

5. Paragraph 5 is a Conclusion of Law to which no response is necessary. To the extent a response is deemed necessary, the same is denied and strict proof is demanded

at the time of trial.

6. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied and strict proof there is demanded at the time of trial. By way of further pleading, the exhibit 2 does not bare a date of June 13, 2007.

7. Admitted in part and denied in part. It is admitted that Defendant does maintain a balance to Plaintiff on the said account, and has not paid said balance in full. By way of further pleading, the amount of said balance is specifically denied. It is further denied that Defendant has willfully failed and refused to pay the balance, as the correct balance has never been forwarded.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in his favor and against Plaintiff, dismissing Plaintiff's Complaint with prejudice.

COUNT II

Paragraph 1 through 7 of Defendant's Answer is incorporated by reference as though the same were set forth at length herein.

8. No response is necessary.

9. Admitted.

10. Admitted in part and denied in part. It is admitted that the defendant's made use of a credit account through Capital One. It is specifically denied as to the amount alleged that is owed to the plaintiff.

11. Paragraph 11 is a Conclusion of Law to which no response is necessary. To the extent a response is deemed necessary, the same is denied and strict proof is

demanded at the time of trial.

16. (sic) After reasonable investigation answering defendant is with out information After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied and strict proof there is demanded at the time of trial. By way of further pleading , the exhibit 2 does not bare a date of June 13, 2007.

17. (sic) Admitted in part and denied in part. It is admitted that the defendant does owe a balance to the plaintiff and has not paid said balance in full. The amount that is specifically denied that the amount owed to plaintiff is as indicated. It is further denied that Defendant has willfully failed and refused to pay the balance, as the correct balance has never been forwarded.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in his favor and against Plaintiff, dismissing Plaintiff's Complaint with prejudice.

NEW MATTER

Paragraph 1 through 17 of Defendant's Answer is incorporated by reference as though the same were set forth at length herein.

18. The Plaintiff's Complaint is barred by the Applicable Statute of Limitations.

Respectfully submitted,

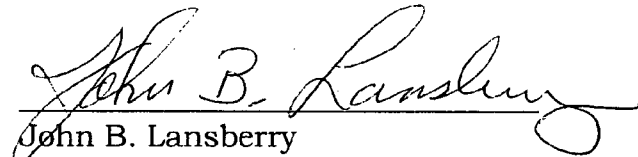
A handwritten signature in black ink, appearing to read "D.R. Thompson", with a long horizontal flourish extending to the right.

David R. Thompson, Attorney

VERIFICATION

I certify that the facts set forth in the foregoing **ANSWER CONTAINING
NEW MATTER** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 12-11-07


John B. Lansberry

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION
CAPITAL ONE BANK,

Plaintiff,

v.

NO.: 07-970-CD

JOHN B LANDSBERRY

Defendant

**PLAINTIFF'S FIRST REQUEST
FOR ADMISSIONS AND REQUEST
FOR PRODUCTION OF
DOCUMENTS**

Submitted by:

Matthew Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS
CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

EXHIBIT

C

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION
CAPITAL ONE BANK,

Plaintiff,

v.

NO.: 07-970-CD

JOHN B LANDSBERRY,

Defendant.

**PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS AND REQUEST FOR
PRODUCTION OF DOCUMENTS**

Plaintiff demands that the defendants answer and respond to the following Request for Production of Documents under oath pursuant to the Pennsylvania Rules of Civil Procedure within 30 days from the date of service hereof.

Plaintiff also demands that defendants answer and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be deemed admitted unless your sworn statement in compliance with such Rules is timely made.
2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.
3. Your answer, signed and properly verified, must be delivered to the undersigned attorney of record for the Plaintiff within **thirty (30)** days after delivery hereof.
4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorneys' fees, witness expenses, etc.
5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.
6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

These Requests for Production of Documents shall be deemed continuing so as to require supplemental answers and documents if any information of documents are acquired subsequent to the filing of responses hereto, which information or documents would have been included in the answers and documents produced had it been known or available at the time the answers and the documents provided pursuant hereto were produced. Defendants shall supply such information and documents by supplemental answers and production of documents as soon as such information becomes known or available and in all events, prior to trial of this action.

If objection is made to any requests for production of documents, it is demanded that the requests for which there is no objection be answered and furnished within the aforesaid period.

All documents identified in response hereto shall be organized and labeled to correspond with the request to which it pertains. For all documents produced, list the individual and his or her job title and department from whose files it was produced and the current custodian of said document.

If a document called for is believed to exist or is known to exist, but is in the possession, custody or control of another person or party, the existence of the document, the identity of the possessor, custodian and one in control of such documents shall be provided along with any applicable common description or citation utilized by the publisher, possessor, custodian or disseminator of such document.

If any document called for by this request is withheld on the basis of any claim of privilege or any similar claim, identify that document as follows: author; addressee; indicated or blind copies, date, subject matter; number of pages; attachments or appendices; all persons to whom distributed, shown or explained; present custodian; and nature of the privilege or similar claim asserted.

COUNT I ACCOUNT NO. 4862362372822489

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

Produce any and all documents evidencing proof of all payments on the subject credit card referenced in the Complaint, including, but not limited to, cancelled checks, receipts, coupons, statements, accountings, memoranda, invoices, financial statements, accounting entries, diaries, charts, lists, phone records, data compilations etc.

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

Produce any and all documents you intend to introduce and/or provide testimony on as evidence at the time of trial.

REQUEST FOR PRODUCTION OF DOCUMENTS 3:

Produce all documentary evidence or information substantiating the defenses asserted in your Answer & New Matter.

REQUEST FOR ADMISSION NO. 1:

Defendant applied for the credit card referenced in the Complaint.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

The attached monthly statements, from November 21, 2003 through November 21, 2005, correctly identify the payments, charges, and balances on the account.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 2 is "denied", then supply copies of canceled checks, both front and back, and/or if not available, specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:

Defendant has made no payment on the credit card since April 21, 2005.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 3 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:

Defendant has not submitted any written dispute as to billing inaccuracy concerning the credit card in question.

Admitted _____

Denied _____

If the answer to the Request for Admissions No. 4 is "denied", then supply copies of specific written disputes as to any billing inaccuracies.

REQUEST FOR ADMISSION NO. 5:

\$8,481.54 is a correct and accurate current balance of the credit card account in question at the time of the filing of the complaint.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial.

COUNT II ACCOUT NO. 5291071603681931

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

Produce any and all documents evidencing proof of all payments on the subject credit card referenced in the Complaint, including, but not limited to, cancelled checks, receipts, coupons, statements, accountings, memoranda, invoices, financial statements, accounting entries, diaries, charts, lists, phone records, data compilations etc.

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

Produce any and all documents you intend to introduce and/or provide testimony on as evidence at the time of trial.

REQUEST FOR PRODUCTION OF DOCUMENTS 3:

Produce all documentary evidence or information substantiating the defenses asserted in your Answer & New Matter.

REQUEST FOR ADMISSION NO. 1:

Defendant applied for the credit card referenced in Count II of the Complaint.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

Defendant sign the enclosed application for the credit card referenced in Count II of the complaint

Admitted _____

Denied _____

REQUEST FOR ADMISSION NO. 2:

The attached monthly statements, from January 9, 2001 through November 9, 2005, correctly identify the payments, charges, and balances on the account.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 2 is "denied", then supply copies of canceled checks, both front and back, and/or if not available, specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:

Defendant has made no payment on the credit card since April 12, 2005.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 3 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:

Defendant has not submitted any written dispute as to billing inaccuracy concerning the credit card in question.

Admitted _____

Denied _____

If the answer to the Request for Admissions No. 4 is "denied", then supply copies of specific written disputes as to any billing inaccuracies.

REQUEST FOR ADMISSION NO. 5:

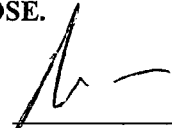
\$5,743.51 is a correct and accurate current balance of the credit card account in question at the time of the filing of the complaint.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.



Matthew Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS
CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's First Request for Production of Documents and Request for Admissions has been served by U.S. Mail, on the 18 day of March, 2008, upon the following:

David Thompson, Esquire
Pob 587
308 Walton Street, Suite 4
Philipsburg, Pa 16866


Matthew Urban, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS
CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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4862-3623-7282-2489

OCT 06 - NOV 21, 2003
Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$5,049.00
Finance Charges	\$0.00
New Balance	\$5,049.00
Minimum Amount Due	\$151.00
Payment Due Date	December 20, 2003
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Transactions

1	14 NOV	PURCHASE CHECK 00008300	\$5,000.00
2	21 NOV	CAPITAL ONE MEMBER FEE	49.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.00000%	.00%	\$0.00
CASH	\$0.00	.05384% P	19.65%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4862362372822489 21 50490000000000151009

New Balance \$5,049.00
Minimum Amount Due \$151.00
Payment Due Date December 20, 2003
Total enclosed \$
Account Number: 4862-3623-7282-2489

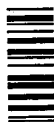
Please print mailing address and/or e-mail changes below using blue or black ink.

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City State ZIP
Home Phone Alternate Phone
Email Address

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



053635



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RR 2 BOX 331 C
WOODLAND PA 16881-9742



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WOODLAND PA 16881-9742

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (including the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item or items you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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01.LBLAK

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payment addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payment addressed to our Washington processing center must be received on a business day by 3:00 p.m. ET. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

53635S

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\$497*
a month for just 2 months, 50 hours, 100 minutes

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CapitalOne

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

NOV 22 - DEC 21, 2003
Page 1 of 1

Account Summary

Previous Balance	\$5,049.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$0.00
New Balance	\$5,078.00
Minimum Amount Due	\$303.00
Payment Due Date	January 21, 2004
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

1	21 DEC	PAST DUE FEE	\$29.00
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You were assessed a past due fee of \$29.00 on 12/21/2003 because your minimum payment was not received by the due date of 12/20/2003. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$5,049.00	.00000%	.00%	\$0.00
CASH	\$0.00	.05384%	19.65%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 4862362372822489 21 5078000000000303000

New Balance \$5,078.00
Minimum Amount Due \$303.00
Payment Due Date January 21, 2004
Total enclosed \$
Account Number: 4862-3623-7282-2489

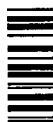
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Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



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Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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SIGN UP
TODAY!

1-888-587-9669

Mention Offer Code: DOLLAR

Visit www.peoplepc.com/go/dollar

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Transferring Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized; finance charges; past due fees; overlimit fees; returned payment fees; cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

g. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

h. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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- Spam Controls
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CapitalOne®

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

DEC 22, 2003 - JAN 21, 2004
Page 1 of 1

Account Summary

Previous Balance	\$5,078.00
Payments, Credits and Adjustments	\$200.00
Transactions	\$29.00
Finance Charges	\$0.00
New Balance	\$4,907.00
Minimum Amount Due	\$250.00
Payment Due Date	February 21, 2004
Total Credit Line	\$5,000
Total Available Credit	\$93.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$93.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

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www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	24 DEC	PAYMENT RECEIVED - THANK YOU	\$200.00-
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Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

2	21 JAN	PAST DUE FEE	\$29.00
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You were assessed a past due fee of \$29.00 on 01/21/2004 because your minimum payment was not received by the due date of 01/21/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,890.90	.000000%	.00%	\$0.00
CASH	\$0.00	.053840% P	19.65%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 4862362372822489 21 4907000200000250001

New Balance	\$4,907.00
Minimum Amount Due	\$250.00
Payment Due Date	February 21, 2004

Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
E-mail Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



053579



#9002200470930749# MAIL ID NUMBER
JOHN B LANDSBERRY
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WOODLAND PA 16881-9742



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Mention Offer Code: DIAMOND

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during toll periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

† **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† **c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† **d. Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases and special transfers, and other purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Closing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use cash, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Special Capital One Cardholders Offer!

Now with **FREE Accelerator** for the first 12 months*—a \$60 value

\$4.97* a month for unlimited internet access

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- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT
 4862-3623-7282-2489

JAN 22 - FEB 21, 2004
 Page 1 of 2

Account Summary

Previous Balance	\$4,907.00
Payments, Credits and Adjustments	\$250.00
Transactions	\$0.00
Finance Charges	\$0.00
New Balance	\$4,657.00
Minimum Amount Due	\$139.00
Payment Due Date	March 20, 2004
Total Credit Line	\$5,000
Total Available Credit	\$343.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$343.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
 Attn: Remittance Processing Capital One Services
 P.O. Box 85147
 Richmond, VA 23276
 Capital One Services
 P.O. Box 85015
 Richmond, VA 23285-5015

Important Account Information

This February Capital One is in the movies! Watch Ebert & Roeper to see their top movie picks and visit EbertandRoeper.tv to see how you can get involved and learn more about Roger Ebert's 6th Annual Overlooked Film Festival.

Payments, Credits and Adjustments

1 30 JAN Cap 1 ElectronicPhonePmt AuthDate 30-JAN \$250.00-

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,721.51	.000000%	.00%	\$0.00
CASH	\$0.00	.05384% P	19.65%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 4862362372822489 21 4657000250000139009

New Balance \$4,657.00
 Minimum Amount Due \$139.00
 Payment Due Date March 20, 2004
 Total enclosed \$
 Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
 City State ZIP
 Home Phone Alternate Phone
 Email Address @

Capital One Bank
 P.O. Box 85147
 Richmond, VA 23276



055485



#9005300470930744# MAIL ID NUMBER
 JOHN B LANDSBERRY
 RR 2 BOX 331 C
 WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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RR 2 BOX 331 C

WOODLAND PARK 80861-6742

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

† **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

† **Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balances for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchases or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) Referred Monthly appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Transferring Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. If you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check, this authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

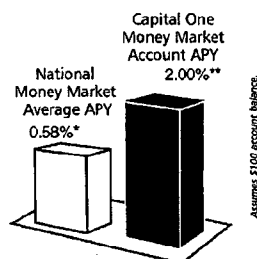
Savings rates guaranteed to be above the national average.

Make your money work harder for you with a Capital One® Money Market Account or Certificate of Deposit.

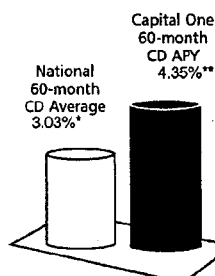
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COMPARE

As you can see, our rates for the Capital One Money Market Account and Capital One CD are guaranteed to be above the national average.



MONEY MARKET RATES



CD RATES

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*, **, *** Please see the disclosures on the back.

Dear JOHN B LANDSBERRY,

Personal offer code: 09N62A

Page 2 of 2

Capital One Money Market Accounts and Certificates of Deposit (CDs) feature rates guaranteed to be above the national average for other Money Market Accounts and CDs*. You'll also be assured of the security of FDIC insurance up to \$100,000 per depositor. Plus, you can open an account with the lowest minimum deposit amount we offer—**exclusively for valued Capital One customers!**

Capital One Money Market Accounts

Capital One Money Market Accounts offer the convenience of a high rate of return, currently **2.00% Annual Percentage Yield (APY)****, for a \$100 balance. These accounts allow immediate access to your savings with checks or through an ATM card. There are no fees to open or maintain an account, and as a valued Capital One customer you can **open a Money Market Account with as little as \$100.**

Capital One Certificates of Deposit

You can earn a rate currently as high as **4.35% APY***** for a 60-month CD, or choose from a variety of additional high-yielding terms. There are no fees to open or maintain an account and the **minimum opening deposit is only \$5,000.**

	APY
12-month	2.12%
36-month	3.40%
60-month	4.35%

To learn more, please see the Q&A on the back of this letter. To open an account, call 1-866-813-5842 and speak with a dedicated Savings Expert today!

201088

Capital One Money Market Accounts and Certificates of Deposit

Easy ways to grow your hard-earned money.

Our dedicated Savings Experts are standing by to personally answer any questions you may have and to assist you in opening your Capital One Money Market Account.

Simply call 1-866-813-5842

Monday through Friday, 8:00 a.m. to 8:00 p.m. ET • Saturday from 8:00 a.m. to 2:00 p.m. ET



Questions and Answers about Capital One® Money Market Accounts and Certificates of Deposit.

Q: Why choose a Capital One Money Market Account or CD?

A: Simply put, Capital One Money Market Accounts and CDs guarantee a higher rate of return than the national average. That means your savings will earn more than they would in most other savings accounts.

Q: What is the minimum to open an account?

A: As a valued Capital One customer you'll enjoy the lowest minimum opening deposit amount that we offer. The minimum to open a Money Market Account is only \$100, while the minimum to open a CD is \$5,000.

Q: Is Capital One experienced in handling Money Market Accounts and CDs?

A: Definitely. We currently have over \$20 billion in retail and commercial deposits. Let us put our expertise to work for you and help your savings grow.

Q: Are there any fees to open and maintain an account?

A: No. There is no charge to open or maintain either a Capital One Money Market Account or CD.

Q: Will the Capital One Money Market Account or CD require that I move my checking account to Capital One?

A: No. Your current banking relationships won't change.

Q: Will my savings be secure?

A: Yes. Funds deposited in both Capital One Money Market Accounts and CDs are FDIC insured up to \$100,000 per depositor.

Q: How do I open an account?

A: It's easy. Just call 1-866-813-5842. Our dedicated Savings Experts are available weekdays between 8 a.m. and 8 p.m. EST and on Saturdays from 8 a.m. to 2 p.m. EST.

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*Source: BankQuote.com National Averages

**Annual Percentage Yield in effect as of 01/07/04 based on a \$100 balance.

If your daily balance is:

\$100,000 or more, your APY will be 2.00%;

\$50,000 - \$99,999.99, your APY will be 2.00%;

\$10,000 - \$49,999.99, your APY will be 2.00%;

\$5,000 - \$9,999.99, your APY will be 2.00%;

\$1,000 - \$4,999.99, your APY will be 2.00%;

\$100 - \$999.99, your APY will be 2.00%;

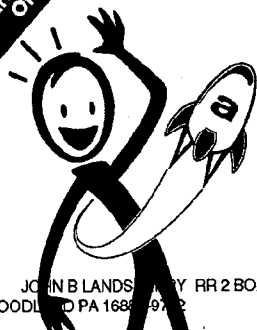
less than \$100, your APY will be 0.00%.

Rates subject to change. Fees could reduce earnings. Minimum deposit amount is \$100. All funds will be deposited with Capital One, F.S.B., member FDIC.

***Annual Percentage Yield in effect as of 01/07/04. Rates subject to change. Other rates and terms are also available. A substantial penalty may be imposed for early withdrawal. Fees could reduce earnings. Minimum deposit amount is \$100. Capital One Bank only accepts deposits of \$100,000 or more. Capital One, F.S.B., accepts deposits of any amount (subject to minimum deposit requirements for specified accounts); however, if over \$100,000, your deposits will automatically be deposited in Capital One Bank unless you notify us otherwise. All funds are FDIC insured up to \$100,000 per depositor. Capital One Bank, Capital One, F.S.B., members FDIC.

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Cardholder
Offer!



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a month for
first 3 months;
\$9.95/mo. thereafter

SIGN UP TODAY!
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WOODLAND PA 16881-9742
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PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

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- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One®

PLATINUM VISA ACCOUNT

FEB 22 - MAR 21, 2004

4862-3623-7282-2489

Page 1 of 1

Account Summary

Previous Balance	\$4,657.00
Payments, Credits and Adjustments	\$139.00
Transactions	\$0.00
Finance Charges	\$0.00
New Balance	\$4,518.00
Minimum Amount Due	\$135.00
Payment Due Date	April 21, 2004
Total Credit Line	\$5,000
Total Available Credit	\$482.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$482.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85015
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5015

Payments, Credits and Adjustments

1 19 MAR CAPITAL ONE ONLINE ACH PAYMENT \$139.00-

Families in PA EARNING INCOMES UP TO \$43,240 per year may be eligible for low-cost or free health care coverage FOR THEIR UNINSURED CHILDREN. If you or someone you know has a child without health insurance, call toll free 1-877-KIDS-NOW for information about the low-cost or free health care coverage programs in PA.

Important Account Information

This month you will receive your 2004 Guide To Benefits, which sets forth all the additional benefits and services you may be eligible to receive this year. These benefits and services supersede any benefits and services provided in your 2003 Guide To Benefits or other additional benefits and services previously communicated to you. Please read and retain for your records.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,642.62	.00000%	.00%	\$0.00
CASH	\$0.00	.05384% P	19.65%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 4862362372822489 21 4518000139000135009

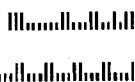
New Balance \$4,518.00
Minimum Amount Due \$135.00
Payment Due Date April 21, 2004

Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



047974



#9008100470930745# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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SIGN UP TODAY!

1-888-587-9669

Mention Offer Code: EMERALD

Or visit www.peoplepc.com/go/emerald

PeoplePC is solely responsible for this offer, and is not affiliated with Capital One. Capital One does not provide, endorse or guarantee, and is not affiliated with, any product or service shown here. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. By responding to this offer, you may be communicating information about yourself to the company that provides this product - for example, that you are a Capital One customer.

*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.65 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error, and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

4.† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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2-467

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

**IMPORTANT NOTICE:
YOUR FREE DOUBLE
INSTANT POINTS
ARE EXPIRING.**

Redeem these points now toward your favorites. See details. An expiration date is in effect. So complete this certificate and return it before the expiration date shown.

Instant Points	Points Value
12,500	\$250.00

**REDEEM THESE
POINTS BY: 6/10/04**

Capital One | what's in your wallet?

EXPIRES: JUNE 10, 2004

REDEEM FOR:

FREE DOUBLE INSTANT POINTS

POINTS ISSUED

12,500

POINTS ISSUED: *** TWELVE THOUSAND FIVE HUNDRED POINTS ***

Instant Points redeemable until expiration date

AWARDED TO:
JOHN B LANDSBERRY

MICHAEL LOEB, PROGRAM DIRECTOR, NMS
NOT REDEEMABLE FOR CASH OR CREDIT

Capital One

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

MAR 22 - APR 21, 2004
Page 1 of 1

Account Summary

Previous Balance	\$4,518.00
Payments, Credits and Adjustments	\$135.00
Transactions	\$0.00
Finance Charges	\$0.00
New Balance	\$4,383.00
Minimum Amount Due	\$131.00
Payment Due Date	May 21, 2004
Total Credit Line	\$5,000
Total Available Credit	\$617.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$617.00

Payments, Credits and Adjustments

1	19 APR	CAPITAL ONE ONLINE ACH PAYMENT	\$135.00-
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At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,504.93	.00000%	.00%	\$0.00
CASH	\$0.00	.05384%	19.65%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 4862362372822489 21 4383000135000131009

New Balance	\$4,383.00
Minimum Amount Due	\$131.00
Payment Due Date	May 21, 2004

Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



051637



#9011300470930746# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Instant Points
12,500Points Value
\$250.00

VKA

JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742
*4862362372822489

/ Exp. Date

X

Signature (required)
I authorize Capital One to forward this coupon on my behalf to NMS, which includes my account number for billing purposes.

Redeem your points now toward your favorite magazines. For each title you select your account will be charged just \$5.97 for the term indicated which includes processing. While enjoying your selections and annually thereafter, you'll receive a notice. Unless you call to cancel, your selections will continue annually at the rate on the notice for the next year of issues.

Redeem Your FREE Double-Instant Points.

Details below.

Code#	Selection / Term	Points Cost	Points Required	Code#	Selection / Term	Points Cost	Points Required
562	American Heritage 10 mos.	FREE	3,000	505	Men's Journal 1/2 year	FREE	850
820	Child 9 mos.	FREE	1,100	335	Metropolitan Home 1 year	FREE	1,050
197	Computer Games Magazine 11 mos.	FREE	4,050	HE8	Money 1/2 year	FREE	1,050
888	Ebony 11 mos.	FREE	1,200	UPD	Parenting 1/2 year	FREE	550
225	Elle 8 mos.	FREE	1,100	WW9	PC World 1/2 year	FREE	1,750
470	Esquire 1/2 year	FREE	600	YB9	Popular Mechanics 1/2 year	FREE	750
190	Essence 9 mos.	FREE	1,000	YD9	Popular Science 1/2 year	FREE	850
124	Fast Company 8 mos.	FREE	1,650	ZM9	Redbook 1/2 year	FREE	450
PD9	Field & Stream 1/2 year	FREE	850	605	Road & Track 1 year	FREE	2,100
PF9	Golf Magazine 1/2 year	FREE	900	XK8	Smithsonian 1/2 year	FREE	900
625	Home 10 mos.	FREE	1,250	JSC	Sports Illustrated 3 mos.	FREE	2,500
385	Inc. 7 mos.	FREE	2,400	960	Travel + Leisure 5 mos.	FREE	800
340	Kiplinger's Personal Finance Magazine 8 mos.	FREE	1,100	8MM	Working Mother 8 mos.	FREE	900

*If you wish to use a different credit card, for questions or to cancel call toll free 1-800-927-9491. Your instant points are redeemable for savings off the retail price of your selections plus the low rate shown. Allow four to ten weeks for magazines to start. If a title ceases, it will be replaced with one of equal or greater value. Cancel anytime and receive a refund for unused issues. Valid credit card required. Orders will be processed within thirty days of the expiration date. When you make a selection, you become our valued customer. © 2004 NewSub Magazine Services LLC (NMS), Four High Ridge Park, Stamford, CT 06905 is the vendor and reserves the right to limit orders. Any trademarks mentioned herein are solely owned by the respective entity. NewSub Magazine Services LLC is solely responsible for this offer and is not affiliated with Capital One. Capital One does not provide, endorse, or guarantee and is not affiliated with any product or service shown here. By responding to this offer, you may be communicating information about yourself to the company that provides this product—for example that you are a Capital One customer. © 2004 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. **Finance Charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

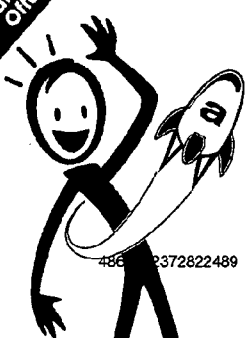
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Special Capital One Cardholder Offer!



4862 372822489

First 3 months half-price

\$4.97*

a month;
\$9.95/mo. thereafter

Now with FREE Accelerator
for the first 12 months* - a '60 value

SIGN UP TODAY!
1-877-778-1207
Mention Offer Code: GARNET
Or visit www.peoplepc.com/go/garnet

peoplepc™ online
A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Virus Protection powered by Symantec™
- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology

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UNLIMITED INTERNET ACCESS

Capital One®

PLATINUM VISA ACCOUNT

APR 22 - MAY 21, 2004

4862-3623-7282-2489

Page 1 of 1

Account Summary

Previous Balance	\$4,383.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$429.00
Finance Charges	\$71.16

New Balance	\$4,883.16
Minimum Amount Due	\$277.00
Payment Due Date	June 21, 2004

Total Credit Line	\$5,000
Total Available Credit	\$116.84
Credit Line for Cash	\$1,000
Available Credit for Cash	\$116.84

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

1	24 APR	CLEARFIELD BANK & TRUS CLEARFIELD PA	\$400.00
2	21 MAY	PAST DUE FEE	29.00
3	21 MAY	CASH ADVANCE FEE -- FINANCE CHARGE	12.00

Capital One is proud to support The Heart of America® Foundation, helping children learn to read, succeed, and make a difference in the world. In 2003, we gathered nearly \$1 million worth of books for children in need. To learn more about how you can help a child make reading a lifelong passion, visit www.heartofamerica.org.

You were assessed a past due fee of \$29.00 on 05/21/2004 because your minimum payment was not received by the due date of 05/21/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,408.60	.04014% P	14.65%	\$53.09
CASH	\$376.06	.05384% P	19.65%	\$6.07

ANNUAL PERCENTAGE RATE applied this period

17.76%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 4862362372822489 21 4883160135000277000

New Balance	\$4,883.16
Minimum Amount Due	\$277.00
Payment Due Date	June 21, 2004

Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



056973



#9014300470930743# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

peoplepc[™] online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: GARNET

Or visit www.peoplepc.com/go/garnet

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge (1) from the date of the transaction or (2) from the date the transaction is processed to your Account or (3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**

4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

- 5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- 6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

- 7. Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.
- 8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day you receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

4.† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Capital One 01LGLBAC

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

CAPITAL PURCHASE CHECK

10554
68-677/510
575200-01
04889

Date _____
Check expires July 31, 2004

Pay to the order of

VOID

\$

Dollars

CapitalOne® Richmond, VA

Memo

Cardholder
Signature

⑈ 10554 ⑈ ⑈ 051006778⑈ 8652372822489 ⑈

CapitalOne®

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

MAY 22 - JUN 21, 2004
Page 1 of 1

Account Summary

Previous Balance	\$4,883.16
Payments, Credits and Adjustments	\$277.00
Transactions	\$15.00
Finance Charges	\$107.34
New Balance	\$4,728.50
Minimum Amount Due	\$141.00
Payment Due Date	July 21, 2004
Total Credit Line	\$5,000
Total Available Credit	\$271.50
Credit Line for Cash	\$1,000
Available Credit for Cash	\$271.50

Payments, Credits and Adjustments

1	15 JUN	CAPITAL ONE ONLINE ACH PAYMENT	\$277.00-
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Transactions

2	08 JUN	ALTOONA ARTHRITIS & OS DUNCANSVILLE PA	\$15.00
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Capital One proudly supports the National Youth Anti-Drug Media Campaign. PARENTS. THE ANTI-DRUG. Stay Involved - Ask Questions. To get the FREE booklet, "Keeping Your Kids Drug-Free," call 1-800-788-2800 or visit www.TheAntiDrug.com

Important Notice Your account terms have been adjusted as previously disclosed. All other terms and conditions remain in full force and effect.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,462.77	.07096%	25.90%	\$98.17
CASH	\$416.83	.07096%	25.90%	\$9.17

ANNUAL PERCENTAGE RATE applied this period 25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362372822489 21 4728500277000141008

New Balance	\$4,728.50
Minimum Amount Due	\$141.00
Payment Due Date	July 21, 2004

Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



062359



#9017400470930748# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Important information regarding your check: The attached check will be treated as a purchase according to the terms of your Customer Agreement, and any amendments to it. However, it may not qualify for any rewards programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your Account, and the check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your Account is not current as stated, your check will be returned unpaid and you may be assessed a Returned Check fee. This check cannot be used to pay down or pay off any Capital One Account. Cashing this check will qualify as using your Account. © 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balances for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account.

If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

b. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account.

Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Special Capital One cardholders Offer!

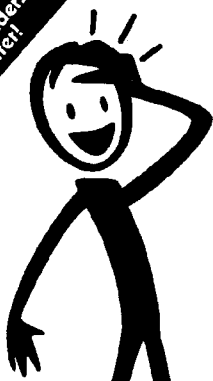
First 3 months half-price

\$4.97*

a month; \$9.95/mo. thereafter

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A better way to Internet.



SIGN UP TODAY!
1-877-778-1207
Mention Offer Code: CORAL
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PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Email Virus Protection
- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One®

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

JUN 22 - JUL 21, 2004
Page 1 of 1

Account Summary

Previous Balance	\$4,728.50
Payments, Credits and Adjustments	\$141.00
Transactions	\$0.00
Finance Charges	\$100.79
New Balance	\$4,688.29
Minimum Amount Due	\$140.00
Payment Due Date	August 21, 2004
Total Credit Line	\$5,000
Total Available Credit	\$311.71
Credit Line for Cash	\$1,000
Available Credit for Cash	\$311.71

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	13 JUL	CAPITAL ONE ONLINE ACH PAYMENT	\$141.00-
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Finance Charges

Please see reverse side for important information

	<i>Balance rate applied to</i>	<i>Periodic rate</i>	<i>Corresponding APR</i>	FINANCE CHARGE
PURCHASES	\$4,331.30	.07090%	25.90%	\$92.20
CASH	\$403.74	.07090%	25.90%	\$8.59

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 4862362372822489 21 4688290141000140009

New Balance \$4,688.29
Minimum Amount Due \$140.00
Payment Due Date August 21, 2004

Total enclosed \$

Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #

City State ZIP

Home Phone Alternate Phone

Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



058787



#9020400470930743# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit, and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of our customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the resending of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use cash, money orders, or other payment methods to make a payment. When you send a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

10619
68-677/510
588000
04893

Date _____
Check expires September 30, 2004

Pay to the order of

VOID

\$

Dollars

CapitalOne Richmond, VA

Memo

Cardholder
Signature

PURCHASE CHECK

⑈ 10619 ⑈ ⑆051006778⑆8652372822489⑈

CapitalOne

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

JUL 22 - AUG 21, 2004
Page 1 of 2

Account Summary

Previous Balance	\$4,688.29
Payments, Credits and Adjustments	\$141.00
Transactions	\$0.00
Finance Charges	\$102.32
New Balance	\$4,649.61
Minimum Amount Due	\$139.00
Payment Due Date	September 21, 2004
Total Credit Line	\$5,000
Total Available Credit	\$350.39
Credit Line for Cash	\$1,000
Available Credit for Cash	\$350.39

Payments, Credits and Adjustments

1	03 AUG	CAPITAL ONE ONLINE ACH PAYMENT	\$141.00
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At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,248.38	.07096%	25.90%	\$93.45
CASH	\$403.17	.07096%	25.90%	\$8.87

ANNUAL PERCENTAGE RATE applied this period 25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 4862362372822489 21 4649610141000139009

New Balance	\$4,649.61
Minimum Amount Due	\$139.00
Payment Due Date	September 21, 2004
Total enclosed	\$
Account Number:	4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



060746



#9023500470930747# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

Important information regarding your check: The attached Purchase check will be treated as a cash advance according to the terms of your Customer Agreement, and any amendments to it. However, the check may not qualify for any rewards programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your account, and the check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One account. Cashing these checks will qualify as using your account. © 2004 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge. a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance". b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account. c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account. d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period. 2. Average Daily Balance (Including New Purchases). a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed. b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly	periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment. 3. Annual Percentage Rates (APR). a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement. b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October. c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month. 4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time. 5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. 6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of	your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above. 7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions. 8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account, or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you this bill on which the error or problem appeared. You can call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. 4.† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) 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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location, or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Enjoy greater **flexibility** with the attached Capital One® Purchase Checks!

Purchase Checks* make every purchase more convenient with easy account access and no transaction fee.

Plus —

- Make purchases where credit cards are not accepted
- Access your account anytime, anywhere
- Pay off higher-interest-rate balances directly
- Use just like personal checks



No matter how you use them, you're sure to enjoy the added convenience of Purchase Checks. But, hurry — they expire September 30, 2004. Use yours today!

CapitalOne
what's in your wallet?™

*Important Information regarding your Capital One Purchase Checks: The attached checks will be treated as purchases according to the terms of your Customer Agreement and any amendments to it but may not qualify for any reward programs. The attached checks are subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your Account, and the check may not be processed if your Account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your Account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One Account. Cashing these checks will qualify as using your Account. All other Account terms and conditions remain in full force and effect.

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JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Date

Expires September 30, 2004

10620

Page 2 of 2

68-677/510
201211
04893

VOID

Pay to the order of JOHN LANDSBERRY

\$ 200.00

Two Hundred and 00/100

Dollars

CapitalOne® Richmond, VA

Memo

Cardholder
Signature

PURCHASE CHECK

⑈ 106 2011 ⑈ ⑆ 051006778 ⑆ 865 237 28 22489 ⑈

JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Date

Expires September 30, 2004

10621

68-677/510
201211
04893

VOID

Pay to the order of

\$

Dollars

CapitalOne® Richmond, VA

Memo

Cardholder
Signature

PURCHASE CHECK

⑈ 106 2111 ⑈ ⑆ 051006778 ⑆ 865 237 28 22489 ⑈

JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Date

Expires September 30, 2004

10622

68-677/510
201211
04893

VOID

Pay to the order of

\$

Dollars

CapitalOne® Richmond, VA

Memo

Cardholder
Signature

PURCHASE CHECK

⑈ 106 2211 ⑈ ⑆ 051006778 ⑆ 865 237 28 22489 ⑈

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JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

10648
68-677/510
590600
04895

Date Expires October 31, 2004

VOID

Pay to the order of

\$

Dollars

CapitalOne
Richmond, VA

Memo

Cardholder
Signature

PURCHASE CHECK

10648 05100677818652372822489

CapitalOne

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

AUG 22 - SEP 21, 2004
Page 1 of 2

Account Summary

Previous Balance	\$4,649.61
Payments, Credits and Adjustments	\$139.00
Transactions	\$0.00
Finance Charges	\$101.89
New Balance	\$4,612.50
Minimum Amount Due	\$138.00
Payment Due Date	October 21, 2004
Total Credit Line	\$5,000
Total Available Credit	\$387.50
Credit Line for Cash	\$1,000
Available Credit for Cash	\$387.50

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	07 SEP	CAPITAL ONE ONLINE ACH PAYMENT	\$139.00
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As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005.

Important Account Information

Are you registered to vote in this year's general election? It's not too late! There's still time to register, so go for it. Your vote can make a difference this November. Call or visit your local voters' registration office or go to www.everyvotecounts2004.com to make sure your voice is heard. Every vote counts!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,226.96	.07096%	25.90%	\$92.98
CASH	\$404.88	.07096%	25.90%	\$8.91

ANNUAL PERCENTAGE RATE applied this period

25.90%

PLEASE RETURN PORTION BELOW WITH PAYMENT

CapitalOne

0000000 0 4862362372822489 21 4612500139000138000

New Balance	\$4,612.50
Minimum Amount Due	\$138.00
Payment Due Date	October 21, 2004
Total enclosed	\$
Account Number:	4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt #
City	State
Home Phone	Alternate Phone
Email Address	@

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



061243



#9026600470930742# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

*Important information regarding your check: The attached Purchase check will be treated as a purchase according to the terms of your Customer Agreement, and any amendments to it. However, the check may not qualify for any rewards programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your account, and the check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One account. Cashing these checks will qualify as using your account. © 2004 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

- Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

- Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

- Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

- If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

- Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.
- Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

4. 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Enjoy greater

flexibility

with the attached Capital One® Purchase Checks!

Purchase Checks* make every purchase more convenient with easy account access and no transaction fee.

Plus —

- Make purchases where credit cards are not accepted
- Access your account anytime, anywhere
- Pay off higher-interest-rate balances directly
- Use just like personal checks



No matter how you use them, you're sure to enjoy the added convenience of Purchase Checks. But hurry — they expire October 31, 2004. Use yours today!

Capital One®
what's in your wallet?™

* Important Information regarding your Capital One Purchase Checks: The attached checks will be treated as purchases according to the terms of your Customer Agreement and any amendments to it but may not qualify for any reward programs. The attached checks are subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your Account, and the check may not be processed if your Account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your Account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One Account. Cashing these checks will qualify as using your Account. All other Account terms and conditions remain in full force and effect.

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JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Date

Expires October 31, 2004

Page 2 of 2

10649
68-677/510
201250
04895

VOID

Pay to the order of

JOHN B LANDSBERRY

\$ 300.00

Three Hundred and 00/100

Dollars

Capital One®
Richmond, VA

Memo

Cardholder
Signature

⑈10649⑈ ⑆051006778⑆8652372822489⑈

PURCHASE CHECK

JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Date

Expires October 31, 2004

10650
68-677/510
201250
04895

VOID

Pay to the order of

\$

Dollars

Capital One®
Richmond, VA

Memo

Cardholder
Signature

⑈10650⑈ ⑆051006778⑆8652372822489⑈

PURCHASE CHECK

JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Date

Expires October 31, 2004

10651
68-677/510
201250
04895

VOID

Pay to the order of

\$

Dollars

Capital One®
Richmond, VA

Memo

Cardholder
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⑈10651⑈ ⑆051006778⑆8652372822489⑈

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61243S

JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

10682
68-677/510
591500
04897

Date
Expires November 30, 2004

VOID

Pay to the order of

\$

Dollars

Capital One
Richmond, VA

Memo

Cardholder
Signature

PURCHASE CHECK

10682 051006778:8652372822489

Capital One

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

SEP 22 - OCT 21, 2004
Page 1 of 2

Account Summary

Previous Balance	\$4,612.50
Payments, Credits and Adjustments	\$138.00
Transactions	\$0.00
Finance Charges	\$98.81
New Balance	\$4,573.31
Minimum Amount Due	\$137.00
Payment Due Date	November 20, 2004
Total Credit Line	\$5,000
Total Available Credit	\$426.69
Credit Line for Cash	\$1,000
Available Credit for Cash	\$426.69

Payments, Credits and Adjustments

1	18 OCT	CAPITAL ONE ONLINE ACH PAYMENT	\$138.00-
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As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005. As long as this benefit is available for your account, you must call in each year in order to receive a Year-End Summary. You will be notified in your statement on how to opt in for your Year-End Summary.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,234.95	.07096%	25.90%	\$90.15
CASH	\$406.90	.07096%	25.90%	\$8.66

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 4862362372822489 21 4573310138000137003

New Balance	\$4,573.31
Minimum Amount Due	\$137.00
Payment Due Date	November 20, 2004
Total enclosed	\$
Account Number:	4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #
City	State
Home Phone	Alternate Phone
Email Address	@

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



057491



#9029600470930749# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

*Important information regarding your check: The attached Purchase check will be treated as a purchase according to the terms of your Customer Agreement, and any amendments to it. However, the check may not qualify for any rewards programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your account, and the check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One account. Cashing these checks will qualify as using your account. © 2004 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.
- † a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- † c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- † d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash, advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. **Annual Percentage Rates (APR).**
- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- BILLING RIGHTS SUMMARY**
(In Case Of Errors Or Questions About Your Bill)
- If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
- † **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 acted 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † Does not apply to consumer non-credit card accounts
- † Does not apply to business non-credit card accounts
- Capital One supports information privacy protection: see our website at www.capitalone.com.
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Enjoy greater **flexibility** with the attached Capital One® Purchase Checks!

Purchase Checks* make every purchase more convenient with easy account access and no transaction fee.

Plus —

- Make purchases where credit cards are not accepted
- Pay off higher-interest-rate balances directly
- Access your account anytime, anywhere
- Use just like personal checks

No matter how you use them, you're sure to enjoy the added convenience of Purchase Checks. But hurry — they expire November 30, 2004. Use yours today!



Capital One®
what's in your wallet?™

* Important Information regarding your Capital One Purchase Checks: The attached checks will be treated as purchases according to the terms of your Customer Agreement and any amendments to it but may not qualify for any reward programs. The attached checks are subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your Account, and the check may not be processed if your Account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your Account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One Account. Cashing these checks will qualify as using your Account. All other Account terms and conditions remain in full force and effect.

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JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Date

Expires November 30, 2004

Page 2 of 2

10683
68-677/510
201268
04897

Pay to the order of JOHN B LANDSBERRY

\$ 200.00

Two Hundred and 00/100

Dollars

Capital One®
Richmond, VA

Memo

Cardholder
Signature

⑈ 10683 ⑈ ⑆05100677818652372822489⑈

PURCHASE CHECK

JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Date

Expires November 30, 2004

10684
68-677/510
201268
04897

Pay to the order of

\$

Dollars

Capital One®
Richmond, VA

Memo

Cardholder
Signature

⑈ 10684 ⑈ ⑆05100677818652372822489⑈

PURCHASE CHECK

JOHN B LANDSBERRY
WOODLAND PA 16881-9742

Date

Expires November 30, 2004

10685
68-677/510
201268
04897

Pay to the order of

\$

Dollars

Capital One®
Richmond, VA

Memo

Cardholder
Signature

⑈ 10685 ⑈ ⑆05100677818652372822489⑈

PURCHASE CHECK

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

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*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Let Capital One show you the way home.

Buying your first home can be an exciting but complicated process. That's why we make it easier and more affordable than ever before. Just call 1-866-896-9596 and speak with one of our loan officers. Or, visit www.capitalonemortgage.com for helpful information and great tips. You can even apply online! With Capital One's low rates and no-hassle service, home is closer than you think.

Enjoy great value without the hassles.
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1-866-896-9596

Mon-Fri 8 a.m.-9 p.m. EST Sat 8 a.m.-5 p.m. EST
or apply online at www.capitalonemortgage.com



Your Reservation Number: 59870261936749

Capital One®

PLATINUM VISA ACCOUNT

OCT 22 - NOV 21, 2004

4862-3623-7282-2489

Page 1 of 1

Account Summary

Previous Balance	\$4,573.31
Payments, Credits and Adjustments	\$137.00
Transactions	\$173.64
Finance Charges	\$102.31
New Balance	\$4,712.26
Minimum Amount Due	\$141.00
Payment Due Date	December 21, 2004
Total Credit Line	\$5,000
Total Available Credit	\$287.74
Credit Line for Cash	\$1,000
Available Credit for Cash	\$287.74

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85015
P.O. Box 85147 Richmond, VA 23285-5015
Richmond, VA 23276

Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

Payments, Credits and Adjustments

1	19 NOV	CAPITAL ONE ONLINE ACH PAYMENT	\$137.00
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Transactions

2	12 NOV	CUMBERLAND TRUCK PARTS CLEARFIELD PA	\$13.59
3	12 NOV	0252 SHEETZ 00002527 CLEARFIELD PA	68.30
4	12 NOV	0252 SHEETZ 00002527 CLEARFIELD PA	42.75
5	21 NOV	CAPITAL ONE MEMBER FEE	49.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005. As long as this benefit is available for your account, you must call in each year in order to receive a Year-End Summary. You will be notified in your statement on how to opt in for your Year-End Summary.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,246.42	.07096%	25.90%	\$93.41
CASH	\$404.55	.07096%	25.90%	\$8.90

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 4862362372822489 21 4712260137000141007

New Balance **\$4,712.26**
Minimum Amount Due **\$141.00**
Payment Due Date **December 21, 2004**
Total enclosed \$
Account Number: **4862-3623-7282-2489**

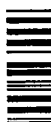
Please print mailing address and/or e-mail changes below using blue or black ink.

Street _____ Apt. # _____
City _____ State _____ ZIP _____
Home Phone _____ Alternate Phone _____
Email Address _____ @ _____

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



057205



#9032600470930744# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



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1. How To Avoid A Finance Charge.

- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by the monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**
- 4. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- 5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- 6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

- 7. Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.
- 8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

4.† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Let Capital One show you the way home.

Buying your first home can be an exciting but complicated process. That's why we make it easier and more affordable than ever before. Just call 1-866-896-9596 and speak with one of our loan officers. Or, visit www.capitalonemortgage.com for helpful information and great tips. You can even apply online! With Capital One's low rates and no-hassle service, home is closer than you think.

Enjoy great value without the hassles.
Call about a Capital One mortgage today!

1-866-896-9596

Mon-Fri 8 a.m.-9 p.m. ET Sat 8 a.m.-5 p.m. ET
or apply online at www.capitalonemortgage.com

Your Reservation Number: 59880362153330



CapitalOne®

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

NOV 22 - DEC 21, 2004
Page 1 of 1

Account Summary

Previous Balance	\$4,712.26
Payments, Credits and Adjustments	\$141.00
Transactions	\$171.47
Finance Charges	\$61.68
New Balance	\$4,804.41
Minimum Amount Due	\$144.00
Payment Due Date	January 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$195.59
Credit Line for Cash	\$1,000
Available Credit for Cash	\$195.59

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85147	Richmond, VA 23285-5015
Richmond, VA 23276	

Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

Payments, Credits and Adjustments

1	15 DEC	CAPITAL ONE ONLINE ACH PAYMENT	\$141.00
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Transactions

2	15 DEC	TRACTOR-SUPPLY-CO #068 CLEARFIELD PA	\$83.88
3	17 DEC	JEFFREY W RICE & JAY L DU BOIS PA	70.00
4	18 DEC	TRACTOR-SUPPLY-CO #068 CLEARFIELD PA	17.59

Congratulations! Since your account has not been past due for the past 6 billing periods, some or all of your Annual Percentage Rates (APRs) have been lowered. As previously disclosed, Capital One reserves the right to raise your APRs in the future if your account does not remain in good standing. All other terms and conditions remain in full force and effect.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,339.96	.042196 P	15.40%	\$54.93
CASH	\$402.71	.055896 P	20.40%	\$6.75

ANNUAL PERCENTAGE RATE applied this period 15.82%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362372822489 21 4804410141000144008

New Balance	\$4,804.41
Minimum Amount Due	\$144.00
Payment Due Date	January 21, 2005
Total enclosed \$	
Account Number:	4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone
Email Address	@

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



058180



#9035700470930749# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



This is not a commitment to lend. The loan offered here is a product of Capital One, F.S.B.

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21RDS 0 0100
581RDS
2-5-76

1. How To Avoid A Finance Charge.

- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."
- b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for your new balance was zero or a credit amount, new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**

- 4. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

- 5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

- 6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

- 7. Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
- 8. Notices About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other form.

Let Capital One show you the way home.

Buying your first home can be an exciting but complicated process. That's why we make it easier and more affordable than ever before. Just call 1-866-896-9596 and speak with one of our loan officers. Or, visit www.capitalonemortgage.com for helpful information and great tips. You can even apply online! With Capital One's low rates and no-hassle service, home is closer than you think.

Enjoy great value without the hassles.
Call about a Capital One mortgage today!

1-866-896-9596

Mon-Fri 8 a.m.-9 p.m. ET Sat 8 a.m.-5 p.m. ET
or apply online at www.capitalonemortgage.com



Your Reservation Number: 64010561739704

Capital One®

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

DEC 22, 2004 - JAN 21, 2005
Page 1 of 1

Account Summary

Previous Balance	\$4,804.41
Payments, Credits and Adjustments	\$144.00
Transactions	\$305.21
Finance Charges	\$67.22
New Balance	\$5,032.84
Minimum Amount Due	\$150.00
Payment Due Date	February 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

Payments, Credits and Adjustments

1	11 JAN	CAPITAL ONE ONLINE ACH PAYMENT	\$144.00-
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Transactions

2	21 DEC	CLEARFIELD FLORIST CLEARFIELD PA	\$48.71
3	20 JAN	TRANSCIEVER PERMITS CARROLLTON TX	256.50

****Important Notice**** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few simple questions. Thank you for choosing Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,448.30	.04356% P	15.90%	\$60.07
CASH	\$402.83	.05726% P	20.90%	\$7.15

ANNUAL PERCENTAGE RATE applied this period

16.31%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 4862362372822489 21 5032840144000150005

New Balance **\$5,032.84**
Minimum Amount Due **\$150.00**
Payment Due Date **February 21, 2005**

Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Suite: Apt #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



058240



#9002200470930749# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



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1. How To Avoid A Finance Charge.
- † a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- † c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- † d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.
2. Average Daily Balance (Including New Purchases).
- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balances for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. Annual Percentage Rates (APR).
- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.
8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)
- If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
- † 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 titled 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † Does not apply to consumer non-credit card accounts
- ‡ Does not apply to business non-credit card accounts
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. EST (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other form.

Let Capital One show you the way home.

Buying your first home can be an exciting but complicated process. That's why we make it easier and more affordable than ever before. Just call 1-866-896-9596 and speak with one of our loan officers. Or, visit www.capitalonemortgage.com for helpful information and great tips. You can even apply online! With Capital One's low rates and no-hassle service, home is closer than you think.

Enjoy great value without the hassles.
Call about a Capital One mortgage today!

1-866-896-9596

Mon-Fri 8 a.m.-9 p.m. ET Sat 8 a.m.-5 p.m. ET
or apply online at www.capitalonemortgage.com

Your Reservation Number: 6402 046 255 6372



Capital One®

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

JAN 22 - FEB 21, 2005
Page 1 of 1

Account Summary

Previous Balance	\$5,032.84
Payments, Credits and Adjustments	\$184.00
Transactions	\$0.00
Finance Charges	\$68.68
New Balance	\$4,917.52
Minimum Amount Due	\$147.00
Payment Due Date	March 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$82.48
Credit Line for Cash	\$1,000
Available Credit for Cash	\$82.48

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1 04 FEB CAPITAL ONE ONLINE ACH PAYMENT \$184.00-

****Important Notice**** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few simple questions. We need to hear from you by May 15, 2005, and thank you for choosing Capital One. (If you've already taken this questionnaire, there's no need to call again.)

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,557.10	.04356% P	15.90%	\$61.54
CASH	\$402.35	.05726% P	20.90%	\$7.14

ANNUAL PERCENTAGE RATE applied this period

16.31%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 4862362372822489 21 4917520184000147003

New Balance \$4,917.52
Minimum Amount Due \$147.00
Payment Due Date March 21, 2005
Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



053777



#9005300470930744# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742



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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Reported Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account.

Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notices About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 90 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

3. 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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2-456-8

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Let Capital One show you the way home.

Buying your first home can be an exciting but complicated process. That's why we make it easier and more affordable than ever before. Just call 1-866-896-9596 and speak with one of our loan officers. Or, visit www.capitalonemortgage.com for helpful information and great tips. You can even apply online! With Capital One's low rates and no-hassle service, home is closer than you think.

Enjoy great value without the hassles.
Call about a Capital One mortgage today!

1-866-896-9596

Mon-Fri 8 a.m.-9 p.m. ET Sat 8 a.m.-5 p.m. ET
or apply online at www.capitalonemortgage.com

Your Reservation Number: 6403 036 306 1871



Capital One®

PLATINUM VISA ACCOUNT

FEB 22 - MAR 21, 2005

4862-3623-7282-2489

Page 1 of 1

Account Summary

Previous Balance	\$4,917.52
Payments, Credits and Adjustments	\$147.00
Transactions	\$0.00
Finance Charges	\$61.83
New Balance	\$4,832.35
Minimum Amount Due	\$144.00
Payment Due Date	April 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$167.65
Credit Line for Cash	\$1,000
Available Credit for Cash	\$167.65

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Bank P.O. Box 85015
P.O. Box 790216 P.O. Box 85015
St. Louis, MO 63179-0216 Richmond, VA 23285-5015

Important Account Information

Please review the important information enclosed with your statement and keep a copy for your records.

Payments, Credits and Adjustments

1 21 MAR CAPITAL ONE ONLINE ACH PAYMENT \$147.00-

****Important Notice**** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few simple questions. We need to hear from you by May 15, 2005, and thank you for choosing Capital One. (If you've already taken this questionnaire, there's no need to call again.)

We will be changing how we allocate payments and credits to your account no sooner than your June 2005 billing period. As stated in your Customer Agreement, this may include allocation to balances with lower annual percentage rates (A.P.R.s) before balances with higher A.P.R.s. Please call the number on the back of your credit card if you have questions about the specific changes to your account.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,535.87	.04356% P	15.90%	\$55.32
CASH	\$406.17	.05726% P	20.90%	\$6.51

ANNUAL PERCENTAGE RATE applied this period

16.31%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 4862362372822489 21 4832350147000144006

New Balance \$4,832.35
Minimum Amount Due \$144.00
Payment Due Date April 21, 2005
Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street: Apt #
City: State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

057537

#9008100470930745# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

This is not a commitment to lend. The loan offered here is a product of Capital One, F.S.B.

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2523/25
25466

1. How To Avoid A Finance Charge. a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance." b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account. c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account. d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period. 2. Average Daily Balance (Including New Purchases). a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed. b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly	periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment. 3. Annual Percentage Rates (APR). a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement. b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October. c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month. 4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time. 5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. 6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of	your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above. 7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions. 8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. † 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence. † Does not apply to consumer non-credit card accounts † Does not apply to business non-credit card accounts Capital One supports information privacy protection: see our website at www.capitalone.com Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01GLBALK
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 2 p.m. ET. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Let Capital One show you the way home.

Buying your first home can be an exciting but complicated process. That's why we make it easier and more affordable than ever before. Just call 1-866-896-9596 and speak with one of our loan officers. Or, visit www.capitalonemortgage.com for helpful information and great tips. You can even apply online! With Capital One's low rates and no-hassle service, home is closer than you think.

Enjoy great value without the hassles.
Call about a Capital One mortgage today!

1-866-896-9596

Mon-Fri 8 a.m.-9 p.m. ET Sat 8 a.m.-5 p.m. ET
or apply online at www.capitalonemortgage.com

Your Reservation Number: 6712 056 333 6888



Capital One®

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

MAR 22 - APR 21, 2005
Page 1 of 1

Account Summary

Previous Balance	\$4,832.35
Payments, Credits and Adjustments	\$144.00
Transactions	\$121.18
Finance Charges	\$69.91
New Balance	\$4,879.44
Minimum Amount Due	\$146.00
Payment Due Date	May 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$120.56
Credit Line for Cash	\$1,000
Available Credit for Cash	\$120.56

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	21 APR	CAPITAL ONE ONLINE ACH PAYMENT	\$144.00-
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Transactions

2	13 APR	CVS PHARMACY #1685 Q03 CLEARFIELD PA	\$121.18
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****Important Notice**** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few simple questions. Thank you for choosing Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,493.69	.04493% P	16.40%	\$62.59
CASH	\$402.79	.05863% P	21.40%	\$7.32

ANNUAL PERCENTAGE RATE applied this period 16.81%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 4862362372822489 21 4879440144000146000

New Balance \$4,879.44
Minimum Amount Due \$146.00
Payment Due Date May 21, 2005
Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

059671

#9011200470930748# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

This is not a commitment to lend. The loan offered here is a product of Capital One, F.S.B.

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21R05 0 0100
583715
2456789--

1. How To Avoid A Finance Charge.

† a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Represet Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. † 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

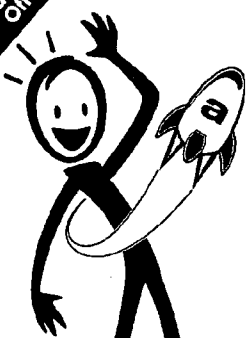
† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notices: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization extends to all checks you send us during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Special Capital One Offer!



First 3 months half-price

\$4.97*

a month; \$9.95/mo. thereafter

Now with FREE Accelerator
for the first 12 months*—a '60 value

SIGN UP TODAY!
1-877-778-1207
Mention Offer Code: GARNET
Or visit www.peoplepc.com/go/garnet

peoplepc™ online
A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Virus Protection powered by Symantec™
- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT

APR 22 - MAY 21, 2005

4862-3623-7282-2489

Page 1 of 1

Account Summary

Previous Balance	\$4,879.44
Payments, Credits and Adjustments	\$0.00
Transactions	\$134.60
Finance Charges	\$69.01
New Balance	\$5,083.05
Minimum Amount Due	\$298.00
Payment Due Date	June 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

1	28 APR	NAPA AUTO PARTS-CLEARF CLEARFIELD PA	\$3.92
2	28 APR	CVS PHARMACY #1685 Q03 CLEARFIELD PA	101.68
3	21 MAY	PAST DUE FEE	29.00

****Important Notice**** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few simple questions. Thank you for choosing Capital One.

You were assessed a past due fee of \$29.00 on 05/21/2005 because your minimum payment was not received by the due date of 05/21/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,594.15	.04493% P	16.40%	\$61.92
CASH	\$402.92	.05863% P	21.40%	\$7.09

ANNUAL PERCENTAGE RATE applied this period

16.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 4862362372822489 21 5083050144000298002

New Balance	\$5,083.05
Minimum Amount Due	\$298.00
Payment Due Date	June 21, 2005

Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone
@	
Email Address	

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

85550

#9014200470930745# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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A better way to Internet.

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SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: GARNET

Or visit www.peoplepc.com/go/garnet

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be charged at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated index, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated index, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One O1LSBAK

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in its processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other form.

Financial difficulties?

We can help!

Capital One
what's in your wallet?

**Your account is over
30 days past due.**

- Good credit can be important for getting an apartment, a cell phone or even a job.
- To avoid risk to your credit rating, call **1-800-955-6600** to use our free Check by Phone service.
- If you prefer, simply use the payment coupon below.
- If you have online account access, log on to your account and pay now at www.capitalone.com.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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041-0404

Capital One

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

MAY 22 - JUN 21, 2005
Page 1 of 1

Account Summary

Previous Balance	\$5,083.05
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$73.43
New Balance	\$5,214.48
Minimum Amount Due	\$454.00
Payment Due Date	July 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Transactions

1	23 MAY	OVERLIMIT FEE	\$29.00
2	21 JUN	PAST DUE FEE	29.00

****Important Notice**** In order for us to provide you with the most appropriate servicing options, account terms and products, we need to collect additional account information from you. PLEASE CALL US at 1-888-440-5148 and allow us to prompt you through a few simple questions. Thank you for choosing Capital One.

You were assessed a past due fee of \$29.00 on 06/21/2005 because your minimum payment was not received by the due date of 06/21/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,736.35	.04493% P	16.40%	\$65.97
CASH	\$410.19	.05863% P	21.40%	\$7.46

ANNUAL PERCENTAGE RATE applied this period

16.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 4862362372822489 21 5214480144000454003

New Balance \$5,214.48
Minimum Amount Due \$454.00
Payment Due Date July 21, 2005
Total enclosed \$
Account Number: 4862-3623-7282-2489

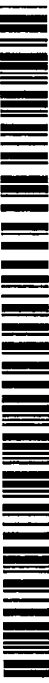
Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

#9017300470930740# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



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151985
23466

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and now other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (3-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase. Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Special Capital One Offer!

First 3 months half-price

\$4.97*
a month; \$9.95/mo. thereafter

SIGN UP TODAY!
1-877-778-1207
Mention Offer Code: CORAL
Or visit www.peoplepc.com/go/coral

peoplepc™ online
A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Email Virus Protection
- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One®

PLATINUM VISA ACCOUNT
4862-3623-7282-2489

JUN 22 - JUL 21, 2005
Page 1 of 1

Account Summary

Previous Balance	\$5,214.48
Payments, Credits and Adjustments	\$0.00
Transactions	\$58.00
Finance Charges	\$112.78
New Balance	\$5,385.26
Minimum Amount Due	\$615.00
Payment Due Date	August 20, 2005
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	22 JUN	OVERLIMIT FEE	\$29.00
2	21 JUL	PAST DUE FEE	29.00

****Important Notice**** Your account terms have been adjusted as previously disclosed. All other terms and conditions remain in full force and effect.

You were assessed a past due fee of \$29.00 on 07/21/2005 because your minimum payment was not received by the due date of 07/21/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,879.44	.07096%	25.90%	\$103.87
CASH	\$418.34	.07096%	25.90%	\$8.91

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 4862362372822489 21 5385260144000615008

New Balance \$5,385.26
Minimum Amount Due \$615.00
Payment Due Date August 20, 2005

Total enclosed \$
Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

057665

#9020300470930745# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

peoplepc™ online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: CORAL

Or visit www.peoplepc.com/go/coral

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*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

For questions, call toll-free at 1-888-STRYNOW.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Thawing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized; finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or by any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

042

ACCOUNT STATUS FOR:
JOHN B LANDSBERRY

TEMPORARILY
SUSPENDED

Capital One | what's in your wallet?

- The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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042-0605



JUL 22 - AUG 21, 2005

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1	21 AUG	PAST DUE FEE	\$29.00
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You were assessed a past due fee of \$29.00 on 08/21/2005 because your minimum payment was not received by the due date of 08/20/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Finance Charges

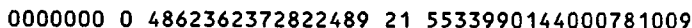
Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$5,015.47	.07096%	25.90%	\$110.33
CASH	\$427.50	.07096%	25.90%	\$9.40

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



New Balance	\$5,533.99
Minimum Amount Due	\$781.00
Payment Due Date	September 21, 2005
Total enclosed	\$
Account Number:	4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone
@	
Email Address	

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

061227

#9023300470930742# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



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612275

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balances for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

4. 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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ACCOUNT STATUS FOR:
JOHN B LANDSBERRY

PAST DUE !

TEMPORARILY
SUSPENDED

Capital One® what's in your wallet?

042-0605

Capital One®

PLATINUM VISA ACCOUNT

4862-3623-7282-2489

AUG 22 - SEP 21, 2005

Page 1 of 1

Account Summary

Previous Balance	\$5,533.99
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$123.04
New Balance	\$5,686.03
Minimum Amount Due	\$951.00
Payment Due Date	October 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One
Capital One Bank	P.O. Box 30285
P.O. Box 790216	SLC, UT 84130-0285
St. Louis, MO 63179-0216	

Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

Payments, Credits and Adjustments

Transactions

1	21 SEP	PAST DUE FEE	\$29.00
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You were assessed a past due fee of \$29.00 on 09/21/2005 because your minimum payment was not received by the due date of 09/21/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$5,156.29	.07056%	25.90%	\$113.43
CASH	\$437.00	.07056%	25.90%	\$9.61

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

00000000 0 4862362372822489 21 5686030144000951003

New Balance	\$5,686.03
Minimum Amount Due	\$951.00
Payment Due Date	October 21, 2005
Total enclosed	\$
Account Number:	4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
E-mail Address	@	

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

061292

#9026500470930744# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



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1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. Accounting Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

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6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Your account is about to charge off as a bad debt.

- We report an R9 rating to credit bureaus when an account charges off.
- Lenders and employers nationwide can access credit bureau reports.
- An R9 will limit our ability to offer you financial solutions.
- You will still be responsible for repaying the debt.

Good news – it's not too late.

- Call 1-800-955-6600 for payment options.
- Pay with our free Check by Phone service.
- If you have online account access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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C45-0404



PLATINUM VISA ACCOUNT

4862-3623-7282-2489

SEP 22 - OCT 21, 2005

Page 1 of 1

Account Summary

Previous Balance	\$5,686.03
Payments, Credits and Adjustments	\$0.00
Transactions	\$29.00
Finance Charges	\$122.30
New Balance	\$5,837.33
Minimum Amount Due	\$5,837.33
Payment Due Date	November 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:

Attn: Remittance Processing
 Capital One Bank
 P.O. Box 790216
 St. Louis, MO 63179-0216

Send inquiries to:

Capital One
 P.O. Box 30285
 SLC, UT 84130-0285

Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

Payments, Credits and Adjustments

Transactions

Transaction	Amount
1 21 OCT PAST DUE FEE	\$29.00

You were assessed a past due fee of \$29.00 on 10/21/2005 because your minimum payment was not received by the due date of 10/21/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$5,298.36	.07096%	25.90%	\$112.79
CASH	\$446.55	.07096%	25.90%	\$9.51

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362372822489 21 5837330144005837335

New Balance \$5,837.33
 Minimum Amount Due \$5,837.33
 Payment Due Date November 21, 2005

Total enclosed \$
 Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
 City State ZIP
 Home Phone Alternate Phone
 Email Address @

Capital One Bank
 P.O. Box 790216
 St. Louis, MO 63179-0216



061742

#9029500470930741# MAIL ID NUMBER
 JOHN B LANDSBERRY
 RR 2 BOX 331 C
 WOODLAND PA 16861-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notices for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (if your new balance was zero or a credit amount), new transactions which pertain to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on the daily balance, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

c. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

d. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repeated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

e. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

f. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

g. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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CapitalOne®

PLATINUM VISA ACCOUNT

OCT 22 - NOV 21, 2005

4862-3623-7282-2489

Page 1 of 1

Account Summary

Previous Balance	\$5,837.33
Payments, Credits and Adjustments	\$0.00
Transactions	\$78.00
Finance Charges	\$129.82
New Balance	\$6,045.15
Minimum Amount Due	\$6,045.15
Payment Due Date	December 21, 2005
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	21 NOV	CAPITAL ONE MEMBER FEE	\$49.00
2	21 NOV	PAST DUE FEE	29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

You were assessed a past due fee of \$29.00 on 11/21/2005 because your minimum payment was not received by the due date of 11/21/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$5,445.14	.07096%	25.90%	\$119.78
CASH	\$456.32	.07096%	25.90%	\$10.04

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 4862362372822489 21 6045150144006045151

New Balance \$6,045.15
Minimum Amount Due \$6,045.15
Payment Due Date December 21, 2005

Total enclosed \$

Account Number: 4862-3623-7282-2489

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

#9032600470930744# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331 C
WOODLAND PA 16881-9742

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases, deposits, etc., when repaying your payment) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the balance from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for that segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total daily balance, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repeated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed by your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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 error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

4.† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (1 p.m. PT) on the business day following the date of payment. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc., when repaying your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

58026008



Offer Expires:
October 4, 1999

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I have read the IMPORTANT DISCLOSURES and Miscellaneous Information on the reverse and agree to be bound as specified therein. You are authorized to check my credit and employment history. This offer is nontransferable. To avoid delays, please provide all information requested.

Signature John B. Landsbury Date 9/21/99

2624955124099 011 003

John B. Landsbury
John Landsbury
Rr 2 Box 331
Woodland, PA 16881

Please cross out and change name and address if necessary.
Please print clearly.

4141



Easy
To Use!

Easy Access To
Your Credit Line!

Ready To Cash
Or Deposit!

* Please see important information
below check on reverse.

03

JOHN B LANDSBERRY
RR 1 BOX 331
WOODLAND PA 16881

Date _____
Check expires March 30, 2001

68-677/510
522002-02
01011

Pay To The
Order Of **JOHN B LANDSBERRY**

Two Hundred and 00/100

\$200.00

Dollars

CapitalOne Access Check*

Richmond, VA

Memo _____

Customer Signature _____

⑆051006778⑆7101603681931⑈ 2414

CapitalOne

MASTERCARD ACCOUNT
5291-0716-0368-1931

DEC 10, 2000 - JAN 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$94.66
Payments, Credits and Adjustments	\$94.66
Transactions	\$76.42
Finance Charges	\$0.00

New Balance	\$76.42
Minimum Amount Due	\$10.00
Payment Due Date	February 09, 2001

Total Credit Line	\$1,000
Total Available Credit	\$923.58
Credit Line for Cash	\$1,000
Available Credit for Cash	\$923.58

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

To manage your account online, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	02 JAN	PAYMENT RECEIVED - THANK YOU	\$94.66-
---	--------	------------------------------	----------

Transactions

	DATE		
2	10 DEC	AMOCO OIL 03753522 CLEARFIELD PA	\$42.25
3	30 DEC	AMOCO OIL 03753522 CLEARFIELD PA	34.17

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.05863% F	21.40%	\$0.00
CASH	\$0.00	.05863% F	21.40%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

41486P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291071603681931 00 0076420094660010005

New Balance	\$76.42
Minimum Amount Due	\$10.00
Payment Due Date	February 09, 2001

Total enclosed \$

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



041486

JOHN B LANDSBERRY
RR 1 BOX 331
WOODLAND PA 16881

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

ENDORSE HERE

Now you can have quick access to the credit available on your Capital One® account! Just deposit or cash the attached check and take full advantage of your credit line.

At Capital One, we work harder to make your life simpler.

Manage your account online at www.capitalone.com

Important Information regarding your check: If this is a purchase check, it will be treated as a purchase according to the terms of your Customer Agreement and any amendments to it. If this is an access check, it will be treated as a cash advance according to the terms of your Customer Agreement and any amendments to it. However, in either case, it may not qualify for any rewards programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. (For access checks, please remember that the available credit for cash may be different than the total available credit.) Check acceptance is also subject to the current status of your account, and it may not be processed if your account is restricted in any way, past due or in collections. If the credit is unavailable or your account is current as stated at that time, your check will be returned unpaid and you may be assessed a Returned Check fee. This check cannot be used to pay down or pay off any Capital One account. Cashing this check will provide a cash advance to your account.

1. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

2. **Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

3. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

4. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

5. **Average Daily Balance (Including New Purchases).** a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR)

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

c. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

d. If the code D (Prime), F (3-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You may request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access devices, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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00100 0100

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Easy
To Use!

Easy Access To
Your Credit Line!

Ready To Cash
Or Deposit!

* Please see important information
below check on reverse.

03

JOHN B LANDSBERRY
RR 1 BOX 331
WOODLAND PA 16881

Date _____
Check expires April 30, 2001

2415
68-677/510
523002-02
01012

Pay To The
Order Of **JOHN B LANDSBERRY**

\$200.00

Two Hundred and 00/100

Dollars

CapitalOne® Access Check®
Richmond, VA

Memo _____

Customer Signature _____

⑆051006778⑆7101603681931⑆ 2415

CapitalOne®

MASTERCARD ACCOUNT
5291-0716-0368-1931

JAN 10 - FEB 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$76.42
Payments, Credits and Adjustments	\$76.42
Transactions	\$22.90
Finance Charges	\$0.00
New Balance	\$22.90
Minimum Amount Due	\$10.00
Payment Due Date	March 09, 2001
Total Credit Line	\$1,000
Total Available Credit	\$977.10
Credit Line for Cash	\$1,000
Available Credit for Cash	\$977.10

Payments, Credits and Adjustments

1	03 FEB	PAYMENT RECEIVED - THANK YOU	\$76.42
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Transactions

	DATE		
2	14 JAN	AMOCO OIL 03753522 CLEARFIELD PA	\$22.90

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send inquiries to:

Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.05663% F	20.67%	\$0.00
CASH	\$0.00	.05663% F	20.67%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

36604P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 5291071603681931 00 0022900076420010002

New Balance	\$22.90
Minimum Amount Due	\$10.00
Payment Due Date	March 09, 2001
Total enclosed \$	

Please print address changes below using blue or black ink.

Street	Apt. #
City	State
Home Phone	ZIP
	Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



036604

JOHN B LANDSBERRY
RR 1 BOX 331
WOODLAND PA 16881

Now you can have quick access to the credit available on your Capital One® account! Just deposit or cash the attached check and take full advantage of your credit line.

At Capital One, we work harder to make your life simpler.

Manage your account online at www.capitalone.com

Important information regarding your check: If this is a purchase check, it will be treated as a purchase according to the terms of your Customer Agreement and any amendments to it. If this is an access check, it will be treated as a cash advance according to the terms of your Customer Agreement and any amendments to it. However, in either case, it may not qualify for any rewards programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. (For access checks, please remember that the available credit for cash may be different than the total available credit.) Check acceptance is also subject to the current status of your account, and it may not be processed if your account is restricted in any way, past due or in collections. If the credit is unavailable or your account is not current as stated at that time, your check will be returned unpaid and you may be assessed a Returned Check fee. This check cannot be used to pay down or pay off any Capital One account. Cashing this check will affect your credit history.

1. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

2. Accounting Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

3. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

4. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

5. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash, advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

6. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

7. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

8. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. If You Close Your Account, You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

9. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

10. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

11. Billing Rights Summary (In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

12. 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

13. Does not apply to consumer non-credit card accounts

14. Does not apply to business non-credit card accounts

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36604P

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Easy
To Use!

Easy Access To
Your Credit Line!

Ready To Cash
Or Deposit!

* Please see important information
below check on reverse.

03

JOHN B LANDSBERRY
RR 1 BOX 331
WOODLAND PA 16881

Date _____
Check expires May 31, 2001

2416
68-677/510
524202-02
01013

Pay To The
Order Of **JOHN B LANDSBERRY**

Two Hundred and 1/100

\$200.00

Dollars

CapitalOne® Access Check*

Richmond, VA

Memo _____

Customer Signature _____

⑆051006778⑆101603681931⑆ 2416

CapitalOne®

MASTERCARD ACCOUNT
5291-0716-0368-1931

FEB 10 - MAR 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$22.90
Payments, Credits and Adjustments	\$22.90
Transactions	\$262.01
Finance Charges	\$0.00
New Balance	\$262.01
Minimum Amount Due	\$10.00
Payment Due Date	April 09, 2001
Total Credit Line	\$1,000
Total Available Credit	\$737.99
Credit Line for Cash	\$1,000
Available Credit for Cash	\$737.99

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Important Information Please see the paragraphs entitled
"Closing Your Account" and "Using Your Account" on the
back of this statement for important information regarding
your account.

Payments, Credits and Adjustments

1 09 MAR	PAYMENT RECEIVED - THANK YOU	\$22.90-
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Transactions

DATE		
2 10 FEB	SEARS ROEBUCK 2344 STATE COLLEGE PA	\$65.00
3 11 FEB	AMOCO OIL 03753522 CLEARFIELD PA	23.85
4 02 MAR	THE HITE COMPANY CLEARFIELD PA	29.78
5 02 MAR	AMOCO OIL 03753522 CLEARFIELD PA	34.85
6 02 MAR	CLEARFIELD AUTO PARTS CLEARFIELD PA	15.53
7 02 MAR	QUALITY FARM & FLEET 7 CLEARFIELD PA	88.51
8 02 MAR	BAKER AUTO PARTS INCOR CLEARFIELD PA	4.49

As a Capital One customer, you've joined 30 million others who've chosen us to help you build a great financial future. Because we don't have the fancy lobbies and expensive overhead of most traditional banks, we can pass more savings along to our customers. So be sure to watch your mailbox or visit www.CapitalOne.com for other great opportunities. You've made the right choice - Capital One. It's what's in your wallet.

You could save money on your auto insurance with Liberty Mutual's Group Savings Plus! Call 1-888-281-5006 for a FREE quote now! (Mention code L702.) Savings will vary. Coverage underwritten by Liberty Mutual Insurance Company and its affiliates, 175 Berkeley Street, Boston, MA.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.05532% F	20.19%	\$0.00
CASH	\$0.00	.05532% F	20.19%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

31679P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 5291071603681931 00 0262010022900010005

New Balance	\$262.01
Minimum Amount Due	\$10.00
Payment Due Date	April 09, 2001
Total enclosed	\$

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



031679



JOHN B LANDSBERRY
RR 1 BOX 331
WOODLAND PA 16881



09R17 O 0100
23-7-98

31679P

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
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Now you can have quick access to the credit available on your Capital One® account! Just deposit or cash the attached check and take full advantage of your credit line.

At Capital One, we work harder to make your life simpler.

Important information regarding your check: If this is a purchase check, it will be treated as a purchase according to the terms of your Customer Agreement and any amendments to it. If this is an access check, it will be treated as a cash advance according to the terms of your Customer Agreement and any amendments to it. However, in either case, it may not qualify for any rewards programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. (For access checks, please remember that the available credit for cash may be different than the total available credit.) Check acceptance is also subject to the current status of your account, and it may not be processed if your account is restricted in any way, past due or in collections. If the credit is unavailable or your account is not current as stated at that time, your check will be returned unpaid and you may be assessed a Returned Check fee. This check cannot be used to pay down or pay off any Capital One account. Cashing this check will qualify as using your account.

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances of each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rate (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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Please Mention Key Code **L317**

When you buy insurance through this campaign, a portion
of the proceeds will be donated to Habitat for Humanity.†



**Habitat for Humanity®
International**

CapitalOne®

MASTERCARD ACCOUNT
5291-0716-0368-1931

MAR 10 - APR 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$262.01
Payments, Credits and Adjustments	\$262.01
Transactions	\$83.15
Finance Charges	\$0.00
New Balance	\$83.15
Minimum Amount Due	\$10.00
Payment Due Date	May 09, 2001
Total Credit Line	\$1,000
Total Available Credit	\$916.85
Credit Line for Cash	\$1,000
Available Credit for Cash	\$916.85

Payments, Credits and Adjustments

1	09 APR	PAYMENT RECEIVED - THANK YOU	\$262.01
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Transactions

	DATE		
2	11 MAR	AMOCO OIL 05871975 WOODLAND PA	\$23.26
3	27 MAR	KMART 06003564 CLEARFIELD PA	14.49
4	03 APR	AMOCO OIL 03753522 CLEARFIELD PA	45.40

You could save money on your auto insurance with Liberty Mutual's Group Savings Plus! Call 1-888-281-5006 for a FREE quote now! (Mention code L703.) Savings will vary. Coverage underwritten by Liberty Mutual Insurance Company and its affiliates, 175 Berkeley Street, Boston, MA.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.054559% F	19.91%	\$0.00
CASH	\$0.00	.054559% F	19.91%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

62872P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 5291071603681931 00 0083150262010010003

New Balance	\$83.15
Minimum Amount Due	\$10.00
Payment Due Date	May 09, 2001

Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



062872



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WOODLAND PA 16881

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*Savings as reported by Liberty Mutual for Group Savings Plus® are based on selected premium comparisons with major auto insurance carriers from data compiled annually. Your premium and savings will vary. Group discounts are not available in all states and may vary by state.

†Capital One will donate to Habitat for Humanity International 5% of the gross revenue it receives from Liberty Mutual for U.S. sales of new personal lines insurance policies generated through this campaign and put in force during the time period 2/1/01 to 8/31/01.

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your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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BILLING RIGHTS SUMMARY

(In Case Of Error Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 acted 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

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† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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Signature _____

(Valid only with full signature)

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CapitalOne®

MASTERCARD ACCOUNT
5291-0716-0368-1931

APR 10 - MAY 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$83.15
Payments, Credits and Adjustments	\$83.15
Transactions	\$130.96
Finance Charges	\$0.00
New Balance	\$130.96
Minimum Amount Due	\$10.00
Payment Due Date	June 09, 2001
Total Credit Line	\$1,000
Total Available Credit	\$869.04
Credit Line for Cash	\$1,000
Available Credit for Cash	\$869.04

Payments, Credits and Adjustments

1	09 MAY	PAYMENT RECEIVED - THANK YOU	\$83.15-
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Transactions

DATE		
2	16 APR	KMART 00003564 CLEARFIELD PA \$22.97
3	16 APR	KMART 00003564 CLEARFIELD PA 22.49
4	21 APR	AMOCO OIL 03753522 CLEARFIELD PA 43.35
5	29 APR	AMOCO OIL 03753522 CLEARFIELD PA 42.15

Congratulations! You've received a special rate of 14.9% on your account. Remember to use your Capital One card to take advantage of this great rate. Thank you for being a good customer.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04082%	14.90%	\$0.00
CASH	\$0.00	.05389% F	19.67%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

51894S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 5291071603681931 00 0130960083150010009

New Balance	\$130.96
Minimum Amount Due	\$10.00
Payment Due Date	June 09, 2001
Total enclosed	\$

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



051894



JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



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 Line 3 _____
 Line 4 _____
 Line 5 _____
 Maximum of 32 Letters and Spaces Per Line
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 Line 2 _____
 Line 3 _____
 Line 4 _____
 Line 5 _____

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 City _____ State _____ ZIP _____
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1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notices for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
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- d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. **Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. **If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
 If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

For
CapitalOne
cardholders

2001 Cardholder Rewards Redemption Voucher

ISSUED TO: JOHN B LANDSBERRY

Indicate any change of address to right.
RR 2 BOX 331C
WOODLAND PA 16881-9742

ACCOUNT: 5291 0716 0368 1931

YOUR 2-MONTH PRICE:

FREE

EXPIRATION DATE:

07/31/01

MAXIMUM REWARDS AVAILABLE:

3 Magazines

MAXIMUM REWARD VALUE:

\$24.00

Use this redemption voucher to redeem your Cardholder Rewards. See details on reverse. Not redeemable for cash or credit.

CapitalOne

MASTERCARD ACCOUNT
5291-0716-0368-1931

MAY 10 - JUN 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$130.96
Payments, Credits and Adjustments	\$148.84
Transactions	\$128.41
Finance Charges	\$0.00
New Balance	\$110.53
Minimum Amount Due	\$10.00
Payment Due Date	July 09, 2001
Total Credit Line	\$1,000
Total Available Credit	\$889.47
Credit Line for Cash	\$1,000
Available Credit for Cash	\$889.47

Payments, Credits and Adjustments

1	06 JUN	PAYMENT RECEIVED - THANK YOU	\$130.96-
2	08 JUN	WM SUPERCENTER SE2 CREDIT	17.88-

Transactions

	DATE		
3	13 MAY	AMOCO OIL 03753522 CLEARFIELD PA	\$52.94
4	25 MAY	KMART 00003564 CLEARFIELD PA	6.49
5	02 JUN	WM SUPERCENTER SE2 CLEARFIELD PA	68.98

Congratulations! You've received a special rate of 14.99% on your account. Remember to use your Capital One card to take advantage of this great rate. Thank you for being a good customer.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04082%	14.99%	\$0.00
CASH	\$0.00	.05205% F	19.00%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

49028S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291071603681931 09 0110530130960010009

New Balance	\$110.53
Minimum Amount Due	\$10.00
Payment Due Date	July 09, 2001

Total enclosed \$

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



049028

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

OFFER ENDS:

07/31/01

Up to \$24.00 Cardholder Rewards – FREE!

Choose up to three Magazines – FREE for 2 Months! See details.

Redeem two full months of FREE Magazines. Your satisfaction is guaranteed and you can call to cancel within eighty days from when you made your selections before your account is charged the annual price shown. Each year, you'll receive a reminder about your selections, which will continue at a preferred low rate until you tell us to stop. Check your magazine choices at right and return with your Capital One® credit card payment.

Magazine/Issues per yr./Annual Price	Your 2-Month Reward Value	Code#	Magazine/Issues per yr./Annual Price	Your 2-Month Reward Value	Code#	Magazine/Issues per yr./Annual Price	Your 2-Month Reward Value	Code#
☐ Better Homes and Gardens /12 /\$14	FREE \$3	111	☐ House & Garden /12 /\$15	FREE \$3	488	☐ Road & Track /12 /\$16	FREE \$3	605
☐ BusinessWeek /51 /\$40	FREE \$7	310	☐ Individual Investor /12 /\$15	FREE \$3	540	☐ Rolling Stone /26 /\$10	FREE \$2	450
☐ Car and Driver /12 /\$16	FREE \$3	240	☐ Kiplinger's Personal Finance /12 /\$15	FREE \$3	340	☐ Rosie /12 /\$12	FREE \$2	999
☐ Elle /12 /\$18	FREE \$3	225	☐ Maxim /12 /\$12	FREE \$2	434	☐ Soap Opera Digest /52 /\$35	FREE \$6	840
☐ Elle Decor /8 /\$23	FREE \$4	415	☐ Men's Fitness /12 /\$15	FREE \$3	750	☐ Sports Illustrated /52 /\$39	FREE \$7	610
☐ Food & Wine /12 /\$29	FREE \$5	710	☐ Metropolitan Home /6 /\$14	FREE \$3	335	☐ Time /54 /\$50	FREE \$9	600
☐ Fortune /26 /\$30	FREE \$5	600	☐ Money /13 /\$20	FREE \$4	110	☐ TV Guide /52 /\$47	FREE \$8	444
☐ Gear /10 /\$12	FREE \$2	897	☐ Mutual Funds Magazine /12 /\$12	FREE \$2	140	☐ U.S. News & World Report /52 /\$31	FREE \$5	110
☐ Golf Digest /12 /\$15	FREE \$3	480	☐ National Geographic /12 /\$29	FREE \$5	600	☐ US Weekly /52 /\$52	FREE \$9	930
☐ Home /10 /\$15	FREE \$3	625	☐ Newsweek /53 /\$29	FREE \$5	700	☐ Wine Spectator /18 /\$45	FREE \$8	056
☐ Homestyle /10 /\$13	FREE \$3	745	☐ Reader's Digest /12 /\$14	FREE \$3	330	☐ Yahoo! Internet Life /12 /\$16	FREE \$3	156

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. **Finance Charge** is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Rescuing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. If you Close Your Account, you can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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FOR
Capital One[®]
CARDHOLDERS

Capital One[®]

MASTERCARD ACCOUNT
5291-0716-0368-1931

JUN 10 - JUL 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$110.53
Payments, Credits and Adjustments	\$110.53
Transactions	\$0.00
Finance Charges	\$0.00
New Balance	\$0.00
Minimum Amount Due	\$0.00
Payment Due Date	August 09, 2001
Total Credit Line	\$1,000
Total Available Credit	\$1,000.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$1,000.00

Payments, Credits and Adjustments

1	02 JUL	PAYMENT RECEIVED - THANK YOU	\$110.53-
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Congratulations! You've received a special rate of 14.99% on your account. Remember to use your Capital One card to take advantage of this great rate. Thank you for being a good customer.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04082%	14.90%	\$0.00
CASH	\$0.00	.05110% F	18.65%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One[®]

0000000 0 5291071603681931 09 0000000110530000003

New Balance \$0.00
Minimum Amount Due \$0.00
Payment Due Date August 09, 2001
Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



058909

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Your chance to get out of your Annual Fee. Sign up for Sprint 500 AnyTime.SM

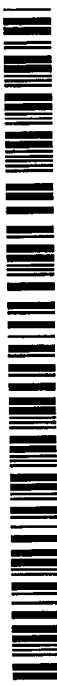
Sign up for Sprint 500 AnyTime,SM and pay just \$25 a month for 500 minutes of state-to-state long-distance. Call anyone. Anytime. Any day. And Sprint pays your Capital One annual fee!

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*New Sprint customers and residential Dial 1 calls only. Additional state-to-state minutes are 10 cents per minute. In-state rates vary, call 1-877-202-5252 for details. Offer expires 12/31/01. State Cost Recovery charges will apply in certain states. Other charges may apply. Alaska excluded. Restrictions apply. Unused Sprint 500 AnyTime minutes do not carryover to next month.
**This offer is only valid on one Capital One credit card account. Limit one bonus program per Sprint account. Cannot be combined with any other offers. The Capital One annual membership fee will be prorated for the 1st year and waived in full for each subsequent year. This offer is only valid for accounts with annual membership fees and is not valid for accounts with monthly membership fees. If customer discontinues Sprint/Capital One relationship, customer receives a debit to their account for the remaining amount of the fee. Sprint and Capital One reserve the right to amend or terminate this program at any time without notice. Sprint is not affiliated with Capital One and is solely responsible for its products and services. By responding to this offer, you may be communicating information about yourself to the company that provides this product - for example, that you are a Capital One customer. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2001 Capital One Financial Corporation and © 2001 Sprint



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1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance Charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by the monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as

"APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indexes, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indexes, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

4. 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Capital One Cardholder, A Premium Kwik Stamp® Has Been Reserved For You!

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- Use anytime, anywhere
- Limited lifetime warranty
- Self-inking—No more messy ink pads!
- Thousands of clear impressions without re-inking

☐ Please send me a Kwik Stamp® using my name and address as it appears on my statement and ship to that address. Please charge* my Capital One® account. I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to J-O Direct, Inc., which provides this product.

Account number: 5291-0716-0368-1931

Customer's

Signature _____

(Valid only with full signature)

FOR
Capital One
CARDHOLDERS

299002

Order additional Kwik Stamps on back. • Detach at perforation and return in your remittance envelope.



JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

Capital One

MASTERCARD ACCOUNT
5291-0716-0368-1931

JUL 10 - AUG 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$45.43
Finance Charges	\$0.00
New Balance	\$45.43
Minimum Amount Due	\$10.00
Payment Due Date	September 08, 2001
Total Credit Line	\$1,000
Total Available Credit	\$954.57
Credit Line for Cash	\$1,000
Available Credit for Cash	\$954.57

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Transactions

DATE		
1 17 JUL	CHAGNON ENTERPRISES 8007955157 MI	\$45.43

Congratulations! You've received a special rate of 14.9% on your account. Remember to use your Capital One card to take advantage of this great rate. Thank you for being a good customer.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04082%	14.90%	\$0.00
CASH	\$0.00	.05060% F	18.47%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

47856S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291071603681931 09 0045430110530010007

New Balance \$45.43
Minimum Amount Due \$10.00
Payment Due Date September 08, 2001

Total enclosed \$

\$

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



047856



JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

To order additional Premium Kwik Stamps, just print the information exactly as you would like it to appear on your stamp.

Line 1 _____
Line 2 _____
Line 3 _____
Line 4 _____
Line 5 _____
Maximum of 32 Letters and Spaces Per Line
Line 1 _____
Line 2 _____
Line 3 _____
Line 4 _____
Line 5 _____

If your shipping address is different from the address on your statement, please complete the form below. All orders will be shipped to the same address.

Print Name _____
Address _____
City _____ State _____ ZIP _____
Daytime Phone (____) _____

*Subject to credit approval. MN residents must add sales tax. Please allow 3-5 weeks for delivery. The merchandise in this offer and the offer itself are presented by J-O Direct, Inc., 7500 Excelsior Blvd., St. Louis Park, MN 55426-4519. J-O Direct, Inc., an independent company specializing in mail-order sales, is solely responsible for the products offered and is not affiliated with Capital One Financial Corporation. Offer expires in 90 days. By responding to this offer, you may be communicating information about yourself to J-O Direct, Inc., which provides this product—for example, that you are a Capital One customer. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2001 Capital One Financial Corporation

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing cycle. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

3. Special Rate 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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Capital One
CARDHOLDERS

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Weight-Loss
Formula!

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JOHN B LANDSBERRY

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This product is not intended to diagnose, treat, cure or prevent any disease.

For fastest delivery of your FREE Thinzyne 30-day supply, call toll free now: 1-800-557-2520
(THIS TOLL-FREE NUMBER IS FOR THIS SPECIAL OFFER ONLY) OR ENCLOSE THIS CERTIFICATE IN YOUR CAPITAL ONE CREDIT CARD REMITTANCE ENVELOPE

ENTITLEMENT No. **JBD9**

Capital One

MASTERCARD ACCOUNT
5291-0716-0368-1931

AUG 10 - SEP 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$45.43
Payments, Credits and Adjustments	\$45.43
Transactions	\$45.60
Finance Charges	\$0.00
New Balance	\$45.60
Minimum Amount Due	\$10.00
Payment Due Date	October 09, 2001
Total Credit Line	\$1,000
Total Available Credit	\$954.40
Credit Line for Cash	\$1,000
Available Credit for Cash	\$954.40

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	07 SEP	PAYMENT RECEIVED - THANK YOU	\$45.43-
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Transactions

DATE			
2	29 AUG	KMART 00035642 CLEARFIELD PA	\$30.60
3	05 SEP	HALL GUILLARD GULLIARD STATE COLLEGE PA	15.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04082%	14.90%	\$0.00
CASH	\$0.00	.05027% F	18.33%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

49930S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291071603681931 09 0045600045430010008

New Balance	\$45.60
Minimum Amount Due	\$10.00
Payment Due Date	October 09, 2001
Total enclosed	\$

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

THIS CERTIFICATE ENTITLES YOU TO A FREE 30-DAY SUPPLY OF THINZYME (a \$10.00 value)

Plus, you automatically will be enrolled as a trial member in General Vitamin Corporation's vitamin program when you accept this FREE offer.

Yes, please enroll me as a 30-day trial member in General Vitamin Corporation's vitamin program and send me, at no charge or obligation, my free 30-day supply of THINZYME. I understand that, unless I write or call to cancel during the 30-day trial period, I will receive a 90-day supply of the same THINZYME supplement, every three months for only \$29.95 plus \$3.95 for delivery. This amount will be billed to my Capital One® credit card account. I understand that accepting my gift sample does not obligate me to continue and, if I wish to cancel my membership in the program at any time, I can notify General Vitamin Corporation by calling toll free 1-800-323-8482. In any case, I may keep the 30-day supply as a gift.

Redeemable exclusively by: JOHN B LANDSBERRY, RR 2 BOX 331C, WOODLAND PA 16881-9742
Account Number: 5291-0716-0368-1931

CARDHOLDER SIGNATURE (valid only with full signature):

I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to General Vitamin Corp., which provides this product. By responding to this offer, you may be communicating information about yourself to General Vitamin Corp., which provides this product—for example, that you are a Capital One customer.

GET YOUR FREE \$10.00 SAMPLE FAST! CALL TOLL FREE 1-800-557-2520

OR ENCLOSE THIS CERTIFICATE IN YOUR CAPITAL ONE CREDIT CARD REMITTANCE ENVELOPE

ENTITLEMENT NO.

J B D 9

This offer is made and warranted by GVC - General Vitamin Corp., P.O. Box 1500, Chapel Hill, NC, 27515, 1-800-323-8482. General Vitamin Corp. is not affiliated with Capital One and is solely responsible for its products and services. I authorize Capital One to forward this coupon, which includes my credit card account number for billing purposes, on my behalf to General Vitamin Corp., which provides this product. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2001 Capital One Financial Corporation.

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

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3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

g. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

h. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of the statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

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204-7-10-

499305

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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003

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WOODLAND PA 16881-9742

Capital One®

MASTERCARD ACCOUNT
5291-0716-0368-1931

SEP 10 - OCT 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$45.60
Payments, Credits and Adjustments	\$0.00
Transactions	\$548.60
Finance Charges	\$4.39
New Balance	\$598.59
Minimum Amount Due	\$27.00
Payment Due Date	November 09, 2001
Total Credit Line	\$1,000
Total Available Credit	\$401.41
Credit Line for Cash	\$1,000
Available Credit for Cash	\$401.41

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

DATE		
1 10 SEP	CVS #1685 CLEARFIELD PA	\$2.00
2 19 SEP	THOMPSON & BUCK CLEARFIELD PA	338.14
3 22 SEP	AMES DEPT STOR0005314 CLEARFIELD PA	103.87
4 07 OCT	J.C.FOODWAREHOUSE SPN CLEARFIELD PA	104.59

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$358.55	.04082%	14.90%	\$4.39
CASH	\$0.00	.04984% F	18.19%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

55927S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

00000000 0 5291071603681931 09 0598590045430027003

New Balance	\$598.59
Minimum Amount Due	\$27.00
Payment Due Date	November 09, 2001
Total enclosed \$	

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



055927



JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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Motorola RAZR V3 phone includes:

- > Digital Zoom Camera
- > Bluetooth Capability
- > Built-in Speakerphone
- > Ultra-Thin Compact Design

Cingular Wireless Plans include:

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 - > FREE Nationwide Long Distance
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1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

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- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
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BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One 01UG.BAK

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

No
Transaction Fee!

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Your Credit Line!

Great For Paying
Off Other Debts!

* Please see important information
below check on reverse.

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

Date _____
Check expires JANUARY 31, 2002

8346
68-677/510
536800-01
01942

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Order Of

VOID

Dollars

CapitalOne® Purchase Check®
Richmond, VA

Memo

Customer Signature

⑆051006778⑆8651603681931⑆ 8346

CapitalOne®

MASTERCARD ACCOUNT
5291-0716-0368-1931

OCT 10 - NOV 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$598.59
Payments, Credits and Adjustments	\$598.59
Transactions	\$164.48
Finance Charges	\$6.74
New Balance	\$171.22
Minimum Amount Due	\$10.00
Payment Due Date	December 08, 2001
Total Credit Line	\$1,000
Total Available Credit	\$828.78
Credit Line for Cash	\$1,000
Available Credit for Cash	\$828.78

Payments, Credits and Adjustments

1	11 OCT	PAYMENT RECEIVED - THANK YOU	\$45.60-
2	07 NOV	PAYMENT RECEIVED - THANK YOU	552.99-

Transactions

	DATE		
3	10 OCT	PAST DUE FEE	\$29.00
4	13 OCT	05073 FLYING J CLEARBROOK VA	16.36
5	13 OCT	06064 FLYINGJ RESTAURA CLEARBROOK VA	21.25
6	07 NOV	DTV*DIRECTV SERVICE 800-347-3288 CA	38.87
7	09 NOV	MEMBERSHIP FEE	59.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Capital One, ESPN, and ABC Sports are taking to the gridiron this season. Tune in every week for great college football and the Capital One Halftime Show. Then on New Year's Day, be sure to watch the Capital One Florida Citrus Bowl-in which two of America's top college teams compete in their final game of the season. It's football action you won't want to miss-so be sure to check your local listings for games and times.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$532.57	.04082%	14.90%	\$6.74
CASH	\$0.00	.04712% F	17.20%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

28106S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

00000000 0 5291071603681931 09 0171220552990010009

New Balance	\$171.22
Minimum Amount Due	\$10.00
Payment Due Date	December 08, 2001
Total enclosed	\$

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



028106

#4031467409705429# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Now you can have quick access to the credit available on your Capital One® account! The attached check is an excellent way to pay your bills or transfer high-interest-rate loans. You can use it anywhere personal checks are accepted.

At Capital One, we work harder to make your life simpler.

Important Information regarding your check: The attached Purchase check will be treated as a purchase according to the terms of your Customer Agreement, and any amendments to it. However, the check may not qualify for any rewards program. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your account, and the check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One account. Cashing these checks will qualify as using your account. © 2001 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

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c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

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b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

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d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

g. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

h. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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08R25 01000
2-45-7-10-

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

No
Transaction Fee!

Easy Access To
Your Credit Line!

Great For Paying
Off Other Debts!

* Please see important information
below check on reverse.

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

Date
Check expires FEBRUARY 28, 2002

8303
68-677/510
536800-01
01942

Pay To The
Order Of

VOID

Dollars

CapitalOne® Purchase Check*

Richmond, VA

Memo

Customer Signature

⑆051006778⑆8651603681931⑆ 8303

CapitalOne®

MASTERCARD ACCOUNT
5291-0716-0368-1931

NOV 10 - DEC 09, 2001
Page 1 of 1

Account Summary

Previous Balance	\$171.22
Payments, Credits and Adjustments	\$171.22
Transactions	\$0.00
Finance Charges	\$0.00
New Balance	\$0.00
Minimum Amount Due	\$0.00
Payment Due Date	January 09, 2002
Total Credit Line	\$1,000
Total Available Credit	\$1,000.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$1,000.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Capital One, ESPN, and ABC Sports are taking to the gridiron this season. Tune in every week for great college football and the Capital One Halftime Show. Then on New Year's Day, be sure to watch the Capital One Florida Citrus Bowl-in which two of America's top college teams compete in their final game of the season. It's football action you won't want to miss-so be sure to check your local listings for games and times.

Payments, Credits and Adjustments

1 03 DEC PAYMENT RECEIVED - THANK YOU \$171.22-

Important Notice Recently, you received a letter from Capital One containing an important legal notice about a change to your Customer Agreement to add an arbitration provision. Please review the arbitration provision carefully as it affects your rights.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04082%	14.90%	\$0.00
CASH	\$0.00	.04627% F	16.89%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

3977

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 5291071603681931 09 0000000171220000007

New Balance \$0.00
Minimum Amount Due \$0.00
Payment Due Date January 09, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



003977



#9034367409705427# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

ENDORSE HERE

Now you can have quick access to the credit available on your Capital One® account! The attached check is an excellent way to pay your bills or transfer high-interest-rate loans. You can use it anywhere personal checks are accepted.

At Capital One, we work harder to make your life simpler.

*Important information regarding your check: The attached Purchase check will be treated as a purchase according to the terms of your Customer Agreement, and any amendments to it. However, the check may not qualify for any rewards programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your account, and the check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One account. Cashing these checks will qualify as using your account. © 2001 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue on your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized; finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 90 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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05R25 Z 0100
2-4-67-9

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Easy To Use!

Make the
Purchases You've
Been Putting Off!

Hurry!
Check Expires
February 28,
2002

* Please see important information
below check on reverse.

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

Date Check expires February 28, 2002

2340

68-577/510
541400-01
01942

Pay To The
Order Of

VOID

Dollars

CapitalOne® Convenience Check*

Richmond, VA

Memo

Customer Signature

⑆051006778⑆7101603681931⑆ 2340

CapitalOne®

MASTERCARD ACCOUNT

5291-0716-0368-1931

DEC 10, 2001 - JAN 09, 2002

Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$341.40
Finance Charges	\$0.00
New Balance	\$341.40
Minimum Amount Due	\$10.00
Payment Due Date	February 09, 2002
Total Credit Line	\$1,000
Total Available Credit	\$658.60
Credit Line for Cash	\$1,000
Available Credit for Cash	\$658.60

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Transactions

1	12 DEC	CLEARFIELD FAMILY EYEC CLEARFIELD PA	\$96.00
2	23 DEC	BP OIL 24059941 BEDFORD PA	25.02
3	28 DEC	HALL GULLIARD GULLIARD STATE COLLEGE PA	15.00
4	02 JAN	KMART 00035642 CLEARFIELD PA	27.38
5	05 JAN	HERRING VETERINARY SRV CLEARFIELD PA	178.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04082%	14.90%	\$0.00
CASH	\$0.00	.04578% F	16.71%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

27981S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 5291071603681931 09 0341400171220010005

New Balance	\$341.40
Minimum Amount Due	\$10.00
Payment Due Date	February 09, 2002
Total enclosed	\$

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



027981

#9001067409705422# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

ENDORSE HERE

Now you can have easy, convenient access to your Capital One® account! Use the attached check to make a purchase you've been putting off. You can use it anywhere personal checks are accepted.

At Capital One, we work harder to make your life simpler.

***Important Information regarding your check:** The attached Convenience check will be treated as a cash advance according to the terms of your Customer Agreement and any amendments to it. However, the check may not qualify for any reward programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your account, and your check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One account. Cashing these checks will qualify as using your account. © 2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code 2 or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rate (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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your account if it has already been closed. For example, if you authorized a purchase from a merchant and you receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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08R28 00100
24-7-9-12/3

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

FOR STAMP HERE

Now you can have easy, convenient access to your Capital One® account! Use the attached check to make a purchase you've been putting off. You can use it anywhere personal checks are accepted.

At Capital One, we work harder to make your life simpler.

*Important Information regarding your check: The attached Convenience check will be treated as a cash advance according to the terms of your Customer Agreement and any amendments to it. However, the check may not qualify for any reward programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your account, and the check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One account. Cashing these checks will qualify as using your account. © 2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repeated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

3. 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Easy To Use!

Make the
Purchases You've
Been Putting Off!

Hurry!
Check Expires
April 30, 2002

* Please see important information
below check on reverse.

JOHN B. LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

Date _____
Check expires April 30, 2002

2421

58-677/510
541400-01
01942

Pay To The
Order Of _____

VOID

Dollars

Capital One® Convenience Check®

Richmond, VA

Memo _____

Customer Signature _____

⑆051006778⑆7101603681931⑆ 2421

Capital One®

MASTERCARD ACCOUNT
5291-0716-0368-1931

FEB 10 - MAR 09, 2002
Page 1 of 1

Account Summary

Previous Balance	\$224.84
Payments, Credits and Adjustments	\$224.84
Transactions	\$36.39
Finance Charges	\$0.00
New Balance	\$36.39
Minimum Amount Due	\$10.00
Payment Due Date	April 09, 2002
Total Credit Line	\$1,000
Total Available Credit	\$963.61
Credit Line for Cash	\$1,000
Available Credit for Cash	\$963.61

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

IMPORTANT INFORMATION: Please see the new section, "Temporary Reduction in Finance Charge," on the reverse for important information regarding your account with Capital One.

Payments, Credits and Adjustments

1 04 MAR	PAYMENT RECEIVED - THANK YOU	\$224.84
----------	------------------------------	----------

Transactions

2 10 FEB	WM SUPERCENTER SE2 CLEARFIELD PA	\$11.09
3 11 FEB	KMART 00035642 CLEARFIELD PA	17.30
4 02 MAR	KMART 00035642 CLEARFIELD PA	8.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04682%	14.90%	\$0.00
CASH	\$0.00	.04512% F	16.47%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 5291071603681931 09 0036390224840010000

New Balance	\$36.39
Minimum Amount Due	\$10.00
Payment Due Date	April 09, 2002
Total enclosed \$	

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



019268

#9006967409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

ENDORSE HERE

Now you can have easy, convenient access to your Capital One® account! Use the attached check to make a purchase you've been putting off. You can use it anywhere personal checks are accepted.

At Capital One, we work harder to make your life simpler.

*Important Information regarding your check: The attached Convenience check will be treated as a cash advance according to the terms of your Customer Agreement and any amendments to it. However, the check may not qualify for any rewards programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your account, and the check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One account. Cashing these checks will qualify as using your account. © 2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorized subsequent use of your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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234-78910-

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

YOU COULD SAVE UP TO

\$400*

ON AUTO INSURANCE WITH ONE

QUICK

PHONE CALL

See reverse for details →

CapitalOne

 MASTERCARD ACCOUNT
 5291-0716-0368-1931

 MAR 10 - APR 09, 2002
 Page 1 of 1

Account Summary

Previous Balance	\$36.39
Payments, Credits and Adjustments	\$0.00
Transactions	\$127.88
Finance Charges	\$62
New Balance	\$164.89
Minimum Amount Due	\$20.00
Payment Due Date	May 09, 2002
Total Credit Line	\$1,000
Total Available Credit	\$835.11
Credit Line for Cash	\$1,000
Available Credit for Cash	\$835.11

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

1	06 APR	J.G.FOODWHAREHOUSE SFN CLEARFIELD PA	\$98.88
2	09 APR	PAST DUE FEE	29.00

At your service

 To call Customer Relations or to report a lost or stolen card:
 1-800-903-3637

 For free online account service and special customer offers, log on to:
www.capitalone.com

 Send payments to:
 Attn: Remittance Processing
 Capital One Services
 P.O. Box 85147
 Richmond, VA 23276

 Send inquiries to:
 Capital One Services
 P.O. Box 85015
 Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$49.37	.04082%	14.90%	\$62
CASH	\$0.00	.04521% F	16.50%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291071603681931 09 0164890224840020001

New Balance	\$164.89
Minimum Amount Due	\$20.00
Payment Due Date	May 09, 2002
Total enclosed	\$

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

 Capital One Bank
 P.O. Box 85147
 Richmond, VA 23276


052742


 #9010067409705421# MAIL ID NUMBER
 JOHN B LANDSBERRY
 RR 2 BOX 331C
 WOODLAND PA 16881-9742


Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

A few minutes of your time could be worth up to \$400.*

Call for a quote today at **1-877-397-5374** to see if you could save!

(Please mention Key Code P308)

Insurance products are provided and underwritten by, and are the exclusive obligation of Progressive American Ins. Co., Progressive Auto/Pro Ins. Co., Progressive Casualty Ins. Co., Progressive Classic Ins. Co., Progressive County Mutual Ins. Co., Progressive Halycon Ins. Co., Progressive Hawaii Ins. Corp., Progressive Marathon Ins. Co., Progressive Max Ins. Co., Progressive Michigan Ins. Co., Progressive Mountain Ins. Co., Progressive Mountain Laurel Ins. Co., Progressive Northeastern Ins. Co., Progressive Northern Ins. Co., Progressive Northwestern Ins. Co., Progressive Paloverde Ins. Co., Progressive Preferred Ins. Co., Progressive Security Ins. Co., Progressive Specialty Ins. Co., Progressive West Ins. Co., Headquartered in Mayfield Village, OH. Not available in all states or situations. Insurance products are not Capital One® products and are not offered by Capital One or by any of its affiliates, except where applicable by Capital One Insurance Agency. Specific features and options may vary and may not be available in all states. Applicants are individually underwritten and some individuals may not qualify. Your decision to purchase insurance and your choice of an insurer or agent will have no effect on your eligibility for any Capital One product or service. **INSURANCE PRODUCTS ARE NOT DEPOSITS, NOT FDIC INSURED, NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY AND NOT GUARANTEED BY CAPITAL ONE.**

*Possible savings based on rate variance of annualized comparison rates calculated by Progressive on calls received from 6/1/01-12/31/01 (including variances between \$10 and \$1,000). Rates and actual savings will vary based on driving record, vehicle, address and other factors.

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Capital One®
Insurance Agency



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24-9

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.

d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code J or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicator Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

* Please see important information below check on reverse

68-677/510
548800-01
2653

Customer Signature

05 1006 778: 7 10 160368 193 1 24 23

Page 1 of 1

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6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access device(s), cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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• **REPLY IMMEDIATELY** •

CapitalOne

MASTERCARD ACCOUNT

MAY 10 - JUN 09, 2002

5291-0716-0368-1931

Page 1 of 1

Account Summary

Previous Balance	\$29.01
Payments, Credits and Adjustments	\$29.01
Transactions	\$131.44
Finance Charges	\$0.00
New Balance	\$131.44
Minimum Amount Due	\$10.00
Payment Due Date	July 09, 2002
Total Credit Line	\$1,000
Total Available Credit	\$868.56
Credit Line for Cash	\$1,000
Available Credit for Cash	\$868.56

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	31 MAY	PAYMENT RECEIVED - THANK YOU	\$29.01
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Transactions

2	12 MAY	LOWE'S #1010 DUBOIS PA	\$25.00
3	24 MAY	LOWE'S #1010 DUBOIS PA	49.86
4	24 MAY	SNAPPY'S CLEARFIELD PA	20.00
5	02 JUN	SNAPPY'S CLEARFIELD PA	28.36
6	05 JUN	BOBS ARMY AND NAVY CLEARFIELD PA	8.22

Capital One has joined with Progressive Auto Insurance so they can provide you a fast, free rate quote with no obligation! Call 1-877-397-5374! You could save \$400* by comparing rates. Mention code P700. *Possible savings based on rate variance of annualized comparison rates calculated by Progressive on calls received from 6/1/01-12/31/01 (excluding variances greater than \$1000). Rates and actual savings will vary based on driving record, vehicle, address and other factors.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04082%	14.90%	\$0.00
CASH	\$0.00	.04510% F	16.46%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

56530S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291071603681931 09 0131440029010010004

New Balance	\$131.44
Minimum Amount Due	\$10.00
Payment Due Date	July 09, 2002
Total enclosed \$	

Please print address changes below using blue or black ink.

Street	Apt #
City	State ZIP
Home Phone	Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



056530



#9016167409705423# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



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Redeem to sample up to (3) magazines Risk-FREE for 60 days. When you're done enjoying your Risk-Free issues, your subscription(s) will automatically be renewed at the prices and issues listed in this offer (including your risk-free issues) and then annually at outstanding savings until you tell us to stop. We'll simply charge your Capital One credit card annually at the low rate then in effect, and you will always receive written notification before any billing occurs. Of course, you may cancel at any time and receive a full refund for all unmailed issues.

Magazine/Issues*	Cover Price	Your 60-Day Price	Reward Value	Term	Code #
☐ Business 2.0/12	\$47.00	RISK-FREE	\$2.50	\$15	A5693
☐ Coastal Living/6	\$28.70	RISK-FREE	\$3.00	\$18	A5701
☐ Cooking Light/11	\$48.65	RISK-FREE	\$4.00	\$21	A5719
☐ Entertainment Weekly/54	\$164.46	RISK-FREE	\$6.00	\$39	A5727
☐ Food & Wine/12	\$47.88	RISK-FREE	\$6.00	\$36	A5735
☐ Fortune/13	\$64.87	RISK-FREE	\$6.50	\$20	A5743
☐ Golf Magazine/12	\$48.00	RISK-FREE	\$3.50	\$20	A5750
☐ Health/10	\$28.50	RISK-FREE	\$4.00	\$18	A5768
☐ Money/13	\$54.67	RISK-FREE	\$4.00	\$24	A5776
☐ Mutual Funds/12	\$26.88	RISK-FREE	\$2.50	\$15	A5784
☐ Parenting/10	\$38.90	RISK-FREE	\$3.00	\$15	A5792
☐ People en Español/10	\$24.90	RISK-FREE	\$2.50	\$12	A5800

Magazine/Issues*	Cover Price	Your 60-Day Price	Reward Value	Term	Code #
☐ Popular Science/12	\$47.88	RISK-FREE	\$3.50	\$20	A5818
☐ Real Simple/10	\$36.00	RISK-FREE	\$4.00	\$20	A5826
☐ Southern Accents/6	\$28.00	RISK-FREE	\$4.50	\$27	A5867
☐ Southern Living/12	\$59.68	RISK-FREE	\$5.00	\$28	A5875
☐ Sports Illustrated/52	\$182.00	RISK-FREE	\$6.00	\$39	A5834
☐ Sports Illus. For Kids/13	\$46.50	RISK-FREE	\$4.50	\$27	A5859
☐ Sports Illus. Women/10	\$26.00	RISK-FREE	\$3.00	\$15	A5842
☐ Sunset/12	\$47.88	RISK-FREE	\$3.50	\$21	A5883
☐ Teen People/10	\$28.90	RISK-FREE	\$3.50	\$16	A5891
☐ This Old House/10	\$38.90	RISK-FREE	\$4.00	\$20	A5909
☐ Time/56	\$224.20	RISK-FREE	\$6.00	\$39	A5917
☐ Travel + Leisure/12	\$54.00	RISK-FREE	\$5.00	\$29	A5925

Customer Initial
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Subscribers: If the Post Office alerts us that your magazine is undeliverable, we have no further obligation unless we receive a corrected address within two years.

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d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code 7 or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as

"APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. Those changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. Those changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts.

† Does not apply to business non-credit card accounts.

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2-5-7-9-

565305

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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2003
APPOINTMENTS

2003

C1SC

CapitalOne

MASTERCARD ACCOUNT

5291-0716-0368-1931

JUN 10 - JUL 09, 2002

Page 1 of 1

Account Summary

Previous Balance	\$131.44
Payments, Credits and Adjustments	\$10.00
Transactions	\$599.78
Finance Charges	\$20.79
New Balance	\$742.01
Minimum Amount Due	\$22.00
Payment Due Date	August 09, 2002
Total Credit Line	\$1,000
Total Available Credit	\$257.99
Credit Line for Cash	\$1,000
Available Credit for Cash	\$257.99

Payments, Credits and Adjustments

1	03 JUL	PAYMENT RECEIVED - THANK YOU	\$10.00-
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Transactions

2	09 JUN	SNAPPY'S CLEARFIELD PA	\$29.86
3	16 JUN	SNAPPY'S CLEARFIELD PA	27.36
4	25 JUN	CLEARFIELD BK & TRUST CLEARFIELD PA	500.00
5	30 JUN	SNAPPY'S CLEARFIELD PA	28.36
6	01 JUL	SHEETZ #064 PHILIPSBURG PA	14.20
7	09 JUL	CASH ADVANCE FEE -- FINANCE CHARGE	15.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$196.07	.04082%	14.90%	\$2.40
CASH	\$250.37	.04510% F	16.46%	\$3.39

ANNUAL PERCENTAGE RATE applied this period

35.84%

67086S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291071603681931 09 0742010010000022004

New Balance	\$742.01
Minimum Amount Due	\$22.00
Payment Due Date	August 09, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



057086



#9019167409705420# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please send me the items I have indicated. I will pay for each book/pen. If I choose to monogram, I will pay an additional \$3.75 for each book and \$1.50 for each pen.

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1. How To Avoid A Finance Charge.

- Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
- Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
- Average Daily Balance (Including New Purchases).**
 - Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

- periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
- Annual Percentage Rate (APR).**
 - The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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CapitalOne

MASTERCARD ACCOUNT
5291-0716-0368-1931

JUL 10 - AUG 09, 2002
Page 1 of 1

Account Summary

Previous Balance	\$742.01
Payments, Credits and Adjustments	\$22.00
Transactions	\$96.44
Finance Charges	\$11.01
New Balance	\$827.46
Minimum Amount Due	\$24.00
Payment Due Date	September 09, 2002
Total Credit Line	\$1,000
Total Available Credit	\$172.54
Credit Line for Cash	\$1,000
Available Credit for Cash	\$172.54

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	08 AUG	PAYMENT RECEIVED - THANK YOU	\$22.00-
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Transactions

2	14 JUL	SNAPPY'S CLEARFIELD PA	\$9.50
3	14 JUL	SNAPPY'S CLEARFIELD PA	27.42
4	21 JUL	SNAPPY'S CLEARFIELD PA	38.20
5	22 JUL	SHUGARTS LAWN & GARDEN CLEARFIELD PA	21.32

Capital One has joined with Progressive Auto Insurance so they can provide you a fast, free rate quote with no obligation! Call 1-877-397-5374! You could save \$400* by comparing rates. Mention code P700. *Possible savings based on rate variance of annualized comparison rates calculated by Progressive on calls received from 6/1/01-12/31/01 (excluding variances greater than \$1000). Rates and actual savings will vary based on driving record, vehicle, address and other factors.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$296.72	.04082%	14.90%	\$3.75
CASH	\$518.94	.04510% F	16.46%	\$7.26

ANNUAL PERCENTAGE RATE applied this period

15.89%

56102S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 5291071603681931 09 0827460022000024003

New Balance	\$827.46
Minimum Amount Due	\$24.00
Payment Due Date	September 09, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



056102



#9022267409705423# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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* Possible savings based on rate variance of annualized comparison rates calculated by Progressive on calls received from 6/1/01-12/31/01 (excluding variances greater than \$1000). Rates and actual savings will vary based on driving record, vehicle, address and other factors.

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PROGRESSIVE
AUTO INSURANCE

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in full in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate for the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code F (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), E (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we resolve the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Error Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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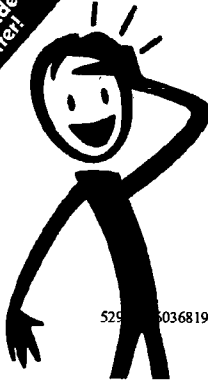
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2-45-8

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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WOODLAND PA 16881-9742

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MASTERCARD ACCOUNT
5291-0716-0368-1931

AUG 10 - SEP 09, 2002
Page 1 of 1

Account Summary

Previous Balance	\$827.46
Payments, Credits and Adjustments	\$24.00
Transactions	\$94.31
Finance Charges	\$12.32
New Balance	\$910.09
Minimum Amount Due	\$27.00
Payment Due Date	October 09, 2002
Total Credit Line	\$1,000
Total Available Credit	\$89.91
Credit Line for Cash	\$1,000
Available Credit for Cash	\$89.91

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To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85147	Richmond, VA 23276
Richmond, VA 23276	

Important Account Information

Capital One is a proud sponsor of the 54th Annual Primetime Emmy Awards Telecast. Tune in Sunday, September 22nd on NBC from 8-11 p.m. ET (7-10 p.m. CT) to see the talent you've enjoyed over the past season unite to celebrate another year of groundbreaking work in television. Capital One wants you to be a part of the excitement! Check out Capital One's ad in the September 13th issue of People magazine, or visit People.com for more details.

Payments, Credits and Adjustments

1	04 SEP	PAYMENT RECEIVED - THANK YOU	\$24.00
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Transactions

2	10 AUG	SNAPPY'S CLEARFIELD PA	\$34.56
3	10 AUG	SNAPPY'S CLEARFIELD PA	14.60
4	11 AUG	LOWE'S #1010 DUBOIS PA	45.15

Capital One has joined with Progressive Auto Insurance so they can provide you a fast, free rate quote with no obligation! Call 1-877-397-5374! You could save \$400* by comparing rates. Mention code P700. *Possible savings based on rate variance of annualized comparison rates calculated by Progressive on calls received from 6/1/01-12/31/01 (excluding variances greater than \$1000). Rates and actual savings will vary based on driving record, vehicle, address and other factors.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$415.39	.04082%	14.90%	\$5.26
CASH	\$506.23	.044999%	16.42%	\$7.06

ANNUAL PERCENTAGE RATE applied this period

15.74%

524305

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

00000000 0 5291071603681931 09 0910090024000027001

New Balance	\$910.09
Minimum Amount Due	\$27.00
Payment Due Date	October 09, 2002
Total enclosed \$	

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



052430



#9025367409705426# MAIL ID NUMBER
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For questions, call toll free at 1-877-778-1207.

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1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Transferring Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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5291-0716-0368-1931

SEP 10 - OCT 09, 2002
Page 1 of 1

Account Summary

Previous Balance	\$910.09
Payments, Credits and Adjustments	\$27.00
Transactions	\$0.00
Finance Charges	\$11.80
New Balance	\$894.89
Minimum Amount Due	\$26.00
Payment Due Date	November 09, 2002
Total Credit Line	\$1,000
Total Available Credit	\$105.11
Credit Line for Cash	\$1,000
Available Credit for Cash	\$105.11

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Please provide your e-mail address on the remittance slip attached below and return with your payment. We are collecting this information to update our records. We may use this e-mail address to provide you with account information or offers you might find beneficial.

Payments, Credits and Adjustments

1 07 OCT PAYMENT RECEIVED - THANK YOU \$27.00-

Capital One has joined with Progressive Auto Insurance so they can provide you a fast, free rate quote with no obligation! Call 1-877-397-5374! You could save \$400* by comparing rates. Mention code P700. *Possible savings based on rate variance of annualized comparison rates calculated by Progressive on calls received from 6/1/01-12/31/01 (excluding variances greater than \$1000). Rates and actual savings will vary based on driving record, vehicle, address and other factors.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$414.74	.04082%	14.90%	\$5.08
CASH	\$498.34	.04493% F	16.40%	\$6.72

ANNUAL PERCENTAGE RATE applied this period

15.72%

52305S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

00000000 0 5291071603681931 09 0894890027000026002

New Balance \$894.89
Minimum Amount Due \$26.00
Payment Due Date November 09, 2002
Total enclosed \$

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



052305

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1. How To Avoid A Finance Charge. a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance." b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account. c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account. d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period. 2. Average Daily Balance (Including New Purchases). a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed. b. If the code Z or N appears on the front of the statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly	periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment. 3. Annual Percentage Rates (APR). a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement. b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears to the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October. c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month. 4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time. 5. Transferring Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you canceled your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. 6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed against your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of	your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above. 7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions. 8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. BILLING RIGHTS SUMMARY (In Case Of Error Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. † 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence. † Does not apply to consumer non-credit card accounts ‡ Does not apply to business non-credit card accounts Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01GLBAC
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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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CapitalOne

MASTERCARD ACCOUNT
5291-0716-0368-1931

OCT 10 - NOV 09, 2002
Page 1 of 1

Account Summary

Previous Balance	\$894.89
Payments, Credits and Adjustments	\$894.89
Transactions	\$74.00
Finance Charges	\$1.68
New Balance	\$75.68
Minimum Amount Due	\$10.00
Payment Due Date	December 09, 2002
Total Credit Line	\$1,000
Total Available Credit	\$924.32
Credit Line for Cash	\$1,000
Available Credit for Cash	\$924.32

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85015
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5015

Important Account Information

Who should be the college football National Mascot of the Year? You help decide! Visit www.capitalonebowl.com today to cast your vote for one of the 12 finalists. Then be sure to tune in to ABC to watch the Capital One Bowl on January 1, 2003, to see who won!

Payments, Credits and Adjustments

1	14 OCT	PAYMENT RECEIVED - THANK YOU	\$883.09-
2	07 NOV	PAYMENT RECEIVED - THANK YOU	11.80-

Transactions

3	29 OCT	HALL GUILLARD GULLIAR STATE COLLEGE PA	\$15.00
4	09 NOV	CAPITAL ONE MEMBER FEE	\$9.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$57.28	.04082%	14.90%	\$72
CASH	\$68.80	.04499%	16.42%	\$96

ANNUAL PERCENTAGE RATE applied this period **15.69%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 5291071603681931 09 0075680011800010007

New Balance	\$75.68
Minimum Amount Due	\$10.00
Payment Due Date	December 09, 2002
Total enclosed \$	

Please print mailing address and/or e-mail changes below using blue or black ink.

Street _____ Apt. # _____
City _____ State _____ ZIP _____
Home Phone _____ Alternate Phone _____
Email Address _____ @ _____

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

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WOODLAND PA 16881-9742

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**
- 4. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- 5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- 6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

- 7. Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.
- 8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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OILGLBAK

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50940S

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

**Catch this Season's
College Bowl Action!**

ESPN

abc SPORTS

ESPN 2

564300-01

**Capital One® is proud
to sponsor Bowl Week
on ESPN, ESPN2 and ABC,
December 17 - January 1!
It's football action you
won't want to miss!**

* New Orleans Bowl	Dec. 17 (ESPN2)	* Alamo Bowl	Dec. 28
* GMAC Bowl	Dec. 18 (ESPN2)	* Continental Tire Bowl	Dec. 28
* Tangerine Bowl	Dec. 23	* Seattle Bowl	Dec. 30
* Sega Sports Las Vegas Bowl	Dec. 25	* Gaylord Hotels Music City Bowl	Dec. 30
* ConAgra Hawaii Bowl	Dec. 25	* Crucial.com Humanitarian Bowl	Dec. 31
* Motor City Bowl	Dec. 26	* AXA Liberty Bowl	Dec. 31
* Insight Bowl	Dec. 26 (ESPN2)	* Chick-Fil-A Peach Bowl	Dec. 31
* Houston Bowl	Dec. 27	* San Francisco Bowl	Dec. 31
* MainStay Independence Bowl	Dec. 27	* Outback Bowl	Jan. 1
* Pacific Life Holiday Bowl	Dec. 27	* Capital One Bowl	Jan. 1

CapitalOne®

MASTERCARD ACCOUNT
5291-0716-0368-1931

NOV 10 - DEC 09, 2002
Page 1 of 1

Account Summary

Previous Balance	\$75.68
Payments, Credits and Adjustments	\$0.00
Transactions	\$370.99
Finance Charges	\$2.37
New Balance	\$449.04
Minimum Amount Due	\$23.00
Payment Due Date	January 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$550.96
Credit Line for Cash	\$1,000
Available Credit for Cash	\$550.96

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5015

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

1	10 NOV	SNAPPY'S CLEARFIELD PA	\$38.27
2	24 NOV	SNAPPY'S CLEARFIELD PA	34.91
3	27 NOV	SNAPPY'S CLEARFIELD PA	17.00
4	27 NOV	JJ. POWELL, INC. CLEARFIELD PA	11.31
5	01 DEC	WM SUPERCENTER SE2 CLEARFIELD PA	61.28
6	01 DEC	SNAPPY'S CLEARFIELD PA	33.88
7	05 DEC	TRACTOR-SUPPLY-CO #068 CLEARFIELD PA	13.45
8	06 DEC	NAPA AUTO PARTS-CLEARF CLEARFIELD PA	74.07
9	06 DEC	SHEETZ #252 CLEARFIELD PA	36.00
10	06 DEC	SHEETZ #252 CLEARFIELD PA	21.82
11	09 DEC	PAST DUE FEE	29.00

***Capital One proudly supports the National Youth Anti-Drug Media Campaign.
PARENTS. THE ANTI-DRUG.
Stay Involved - Ask Questions. To get the FREE booklet, "Keeping
Your Kids Drug-Free," call 1-800-788-2800 or visit www.TheAntiDrug.com***

Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 17 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$193.10	.04082%	14.90%	\$2.36
CASH	\$92	.04458% F	16.27%	\$0.01

ANNUAL PERCENTAGE RATE applied this period

14.86%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

00000000 0 5291071603681931 09 0449040011800023008

New Balance \$449.04
Minimum Amount Due \$23.00
Payment Due Date January 09, 2003
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



052548

#9034467409705425# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Be sure to watch **Capital One Bowl Week** beginning December 17 on **ABC, ESPN2 and ABC.**



Tune in to the **Capital One Bowl**,
January 1 at 1 p.m. (ET) on ABC
for a great football showdown!



Visit www.capitalonebowl.com to vote
for your favorite mascot of the top 12
finalists for National Mascot of the Year!

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03903 0 0100
2-7-9-13

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as

"APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or E (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we resolve the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Capital One Cardholder, A Premium KwikStamp® Has Been Reserved For You!

- Refillable ink cartridge
- Use anytime, anywhere
- Limited lifetime warranty
- Self-inking-No more messy ink pads!
- Thousands of clear impressions without re-inking

☐ Please send me a Kwik Stamp® using my name and address as they appear on my statement, and ship to that address. Please charge my Capital One® account.

I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to J-O Direct, Inc., which provides this product.

Account number: 5291-0716-0368-1931

Expires: _____ / _____ / _____

FOR
Capital One
CARDHOLDERS

Customer's
Signature _____

(Valid only with full signature)

200403

Order additional Kwik Stamps on back. • Detach at perforation and return in your remittance envelope.



565900-01

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

Capital One®

MASTERCARD ACCOUNT

DEC 10, 2002 - JAN 09, 2003

5291-0716-0368-1931

Page 1 of 2

Account Summary

Previous Balance	\$449.04
Payments, Credits and Adjustments	\$204.66
Transactions	\$528.29
Finance Charges	\$8.64

New Balance	\$781.31
Minimum Amount Due	\$23.00
Payment Due Date	February 08, 2003

Total Credit Line	\$1,000
Total Available Credit	\$218.69
Credit Line for Cash	\$1,000
Available Credit for Cash	\$218.69

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

1	06 DEC	T D FABRICATING & WELD CREDIT	\$105.98-
2	16 DEC	PAYMENT RECEIVED - THANK YOU	75.68-
3	20 DEC	PAYMENT RECEIVED - THANK YOU	23.00-

Transactions

4	06 DEC	T D FABRICATING & WELD CLEARFIELD PA	\$105.98
5	06 DEC	T D FABRICATING & WELD CLEARFIELD PA	99.98
6	09 DEC	NAPA AUTO PARTS-CLEARF CLEARFIELD PA	3.69
7	10 DEC	NAPA AUTO PARTS-CLEARF CLEARFIELD PA	7.98
8	14 DEC	SNAPPY'S CLEARFIELD PA	32.88
9	14 DEC	SNAPPY'S CLEARFIELD PA	14.65
10	19 DEC	UNDERCOFFER FLORIST 814-765-3846 PA	106.00
11	19 DEC	SNAPPY'S CLEARFIELD PA	45.21
12	24 DEC	EXXONMOBIL18 09681453 GAINESVI VA	17.01
13	28 DEC	SHEETZ #252 CLEARFIELD PA	47.90
14	29 DEC	SNAPPY'S CLEARFIELD PA	38.95
15	03 JAN	SHEETZ #064 PHILIPSBURG PA	8.06

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$682.07	.04082%	14.90%	\$8.63
CASH	\$90	.04400% F	16.06%	\$0.01

ANNUAL PERCENTAGE RATE applied this period

14.89%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 5291071603681931 09 0781310023000023004

New Balance	\$781.31
Minimum Amount Due	\$23.00
Payment Due Date	February 08, 2003
Total enclosed \$	
Account Number:	5291-0716-0368-1931

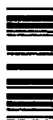
Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone
Email Address	@

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



039929



#9001067409705422# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

To order additional Premium K...ps, just print the information exactly as you would like it to appear on your stamp.

Line 1 _____
Line 2 _____
Line 3 _____
Line 4 _____
Line 5 _____
Maximum of 32 Letters and Spaces Per Line
Line 1 _____
Line 2 _____
Line 3 _____
Line 4 _____
Line 5 _____

If your shipping address is different from the address on your statement, please complete the form below. All orders will be shipped to the same address.

Print Name _____
Address _____
City _____ State _____ ZIP _____
Daytime Phone (____) _____

*Subject to credit approval. MN and IL residents add applicable sales tax. Please allow 3-5 weeks for delivery. If you wish to order using a different account, please call 1-800-331-7804. The merchandise in this offer and the offer itself are presented by J-O Direct, Inc., 7500 Excelsior Blvd., St. Louis Park, MN 55426-4518. J-O Direct, Inc., an independent company specializing in mail-order sales, is solely responsible for the products offered and is not affiliated with Capital One. If not completely satisfied, you may return to J-O Direct, Inc., at the above address for a full refund of the purchase price (including shipping and handling). Offer expires in 90 days. By responding to this offer, you may be communicating information about yourself to J-O Direct, Inc., which provides this product—for example, that you are a Capital One customer. © 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balances for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR)

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or if they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 tiled 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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03R29 0 0100

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

CAPITAL PURCHASE CHECK

10147
68-677/510
200877

Date

Expires 02/28/03

Pay To The Order Of JOHN B LANDSBERRY

\$ 600.00

Six Hundred and 00/100

Dollars

Capital One® Richmond, VA

Memo

Cardholder Signature

⑈ 10147 ⑈ ⑆ 051006778 ⑆ 8651603681931 ⑈



Page 2 of 2

Enjoy this special Capital Purchase Check offer for Preferred Cardholders.

Use purchase checks
like personal checks!

Access your account quickly
and conveniently!

Hurry! Your purchase checks
expire 02/28/03.

Thank you for choosing

Capital One®

Preferred Cardholder
Customer Relations:
(800) 903-3637
www.capitalone.com

399295

RE: Your account number ending in 1931

JOHN B LANDSBERRY,

Because you are a Preferred Cardholder at Capital One®, we'd like to show you our appreciation. So, we're giving you two no-transaction-fee Capital Purchase Checks* to use however you'd like!

Enjoy easy access to your account with these checks, especially where credit cards are not accepted. Cover unexpected expenses, make home improvements, or even donate to your favorite charity. With no transaction fee and the same APR as purchases, you're sure to find plenty of ways to use them.

The first check, which is made out to you, can be deposited into your bank account and used like cash. The other check is great for transferring balances from other accounts, such as retail or credit cards and loans. By consolidating debt into one payment, you'll have fewer checks to write each month—and more free time for you! Just be sure the total amount of your checks and other transactions doesn't exceed your available credit.

We hope you'll enjoy your purchase checks. They are our way of saying thank you for being a Capital One Preferred Cardholder!

Sincerely,

Robert M. Alexander
Senior Vice President

P.S. Don't delay! These Capital Purchase Checks expire 02/28/03.
Take advantage of both of them today!

*Please see the reverse side for the terms and conditions of using these checks. 200877

CAPITAL PURCHASE CHECK

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

10148
68-677/510
200877

Date

Expires 02/28/03

Pay To The Order Of

\$

Dollars

Capital One® Richmond, VA

Memo

Cardholder Signature

⑈ 10148 ⑈ ⑆ 051006778 ⑆ 8651603681931 ⑈

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

Answers to frequently asked questions

Q: Is there a transaction fee?

A: There is absolutely no transaction fee for using purchase checks to access your Capital One account.

Q: What interest rate will apply when I use my purchase checks?

A: You will receive the same APR you currently enjoy on purchases.

Q: Can I really use my purchase checks any way that I want?

A: Yes, you can use your purchase checks for almost anything—whether you're shopping for new clothes, enjoying meals out or just want to have cash on hand. Another way to take advantage of your purchase checks is to consolidate debt from other credit cards and loans.

Q: Why would I want to use my purchase checks to consolidate debt?

A: You can save money by transferring balances from high-interest loans, department store, gasoline and other higher-rate credit cards to your Capital One card. In addition, by consolidating debt into one simple payment, you'll have fewer checks to write each month.

Q: Where are purchase checks accepted?

A: Purchase checks are accepted wherever you normally use your personal checks. You can even use them at places that don't accept credit cards.

Q: Will my purchase checks ever expire?

A: Yes, the expiration date is printed at the top of each purchase check. So, use them now for greater financial flexibility!

*** Important information regarding your checks:** The attached checks will be treated as purchases according to the terms of your Customer Agreement and any amendments to it but may not qualify for any reward programs. **The attached checks are subject to credit availability, so you must have the available credit on the day Capital One processes your check.** Check acceptance is also subject to the current status of your account, and the check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. *These checks cannot be used to pay down or pay off any Capital One account.* Cashing these checks will qualify as using your account. All other account terms and conditions remain in full force and effect.

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Capital One® and SkyMall™ bring you quality, brand-name products!
Save 20% on SkyMall merchandise* for any occasion through 03/31/03.



FRONTGATE.

Ultimate Smoothie Machine, Item #8412, \$89.00**
 And order your Fruit Mix Kit, Item #16340, \$2.99**
 Flavors include: Strawberry-Banana, Tropical Mango, Peach-Berry

Mrs. Fields®
 Every
 Occasion
 Nibblers Cookie
 Basket, Item #938,
 \$40.99**



For these and other valuable product offerings, visit

www.skymall.com/capitalone02

Also, you can call 1-800-SKYMALL or complete and return the form on the back.
 (Please indicate Coupon Code ONE20)

Plus many more
 great items.

To order by mail...

Capital One®

MASTERCARD ACCOUNT
 5291-0716-0368-1931

JAN 10 - FEB 09, 2003
 Page 1 of 1

Account Summary

Previous Balance	\$781.31
Payments, Credits and Adjustments	\$102.63
Transactions	\$263.39
Finance Charges	\$12.46
New Balance	\$954.53
Minimum Amount Due	\$28.00
Payment Due Date	March 08, 2003
Total Credit Line	\$1,000
Total Available Credit	\$45.47
Credit Line for Cash	\$1,000
Available Credit for Cash	\$45.47

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

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 www.capitalone.com

Send payments to:
 Attn: Remittance Processing
 Capital One Services
 P.O. Box 85147
 Richmond, VA 23276

Send inquiries to:
 Capital One Services
 P.O. Box 85015
 Richmond, VA 23285-5015

Important Account Information

For service in Spanish, please call (800) 929-8137. Para
 servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

1	17 JAN	WINELAND EQUIPMENT INC CREDIT	\$2.63-
2	06 FEB	PAYMENT RECEIVED - THANK YOU	100.00-

Transactions

3	09 JAN	NAPA AUTO PARTS-CLEARF CLEARFIELD PA	\$9.18
4	12 JAN	SNAPPY'S CLEARFIELD PA	36.07
5	13 JAN	WINELAND EQUIPMENT INC MARTINSBURG PA	54.54
6	17 JAN	AMOCO OIL 05871975 WOODLAND PA	17.00
7	18 JAN	OFFICE DEPOT #374 STATE COLLEGE PA	117.60
8	20 JAN	OVERLIMIT FEE	29.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$983.56	.04082%	14.90%	\$12.45
CASH	\$.89	.04384% F	16.00%	\$.01

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

00000000 0 5291071603681931 09 0954530100000028009

New Balance **\$954.53**
 Minimum Amount Due **\$28.00**
 Payment Due Date **March 08, 2003**
 Total enclosed \$
 Account Number: **5291-0716-0368-1931**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
 City State ZIP
 Home Phone Alternate Phone
 Email Address @

Capital One Bank
 P.O. Box 85147
 Richmond, VA 23276



057422



#9004067409705429# MAIL ID NUMBER
 JOHN B LANDSBERRY
 RR 2 BOX 331C
 WOODLAND PA 16881-9742



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Mailing Address _____
City _____ State _____ ZIP _____
E-mail Address _____
Phone Number (____) _____

Credit Card Number _____
_____/____/____ Smoothie Machine @ \$89.00 x Qty (____) = _____
Credit Card Expiration Date _____ Total Fruit Mix Kit @ \$2.99 x Qty (____) = _____
Cooke Basket @ \$40.99 x Qty (____) = _____

Fruit Mix Kit flavors:
Strawberry-Banana (Qty) _____ Deduct 20% Off Now = _____
Tropical Mango (Qty) _____ Total Cost to You = _____
Peach-Berry (Qty) _____

Signature _____ Date _____

I authorize Capital One to forward this coupon on my behalf to the company that provides this product.

21CAF



03R02 0 0100
24

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

g. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

h. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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57422S

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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- ▶ Accommodates 8 1/2" x 11" folded documents
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CapitalOne

MASTERCARD ACCOUNT

FEB 10 - MAR 09, 2003

5291-0716-0368-1931

Page 1 of 1

Account Summary

Previous Balance	\$954.53
Payments, Credits and Adjustments	\$100.00
Transactions	\$0.00
Finance Charges	\$10.52
New Balance	\$865.05
Minimum Amount Due	\$25.00
Payment Due Date	April 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$134.95
Credit Line for Cash	\$1,000
Available Credit for Cash	\$134.95

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85015
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5015

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

1 27 FEB PAYMENT RECEIVED - THANK YOU \$100.00-

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$919.64	.04082%	14.90%	\$10.51
CASH	\$80	.043739% F	15.94%	\$0.01

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 5291071603681931 09 0865050100000025009

New Balance **\$865.05**
Minimum Amount Due **\$25.00**
Payment Due Date April 09, 2003
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



056006



#9006867409705420# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



YES! Please send me the Sentry® Fire-Safe® Chest. I agree to pay the amounts shown below plus applicable taxes, if any. Please charge my Visa® or MasterCard® account. If I am not totally delighted, I may return my purchase within 60 days for a prompt refund of the purchase price, shipping and handling and applicable taxes.

All orders will be shipped to the same address

Qty.	Item No.	Description	Price Each	S&H Each
	200672	Sentry® Fire-Safe® Chest	\$59.99	\$11.99

Account Number:

[illegible]

Expiration Date: / /
MM YY

Cardholder Signature

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SE-3154

03/03

56-UMG

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(Please Print)

Address

City _____ State _____ ZIP _____

Home Phone _____

(Area Code)

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09R02 0 0100
2345-----

- ### 1. How To Avoid A Finance Charge.

† **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1% from the date of transfer or 2% from the date the transaction is processed to your Account as of the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire new balance indicated on the front of your statement by the due date. If you do not pay, it did not do so for the previous month, Unpaid finance charges are added to the applicable segment of your Account.

† c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed.

†d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. **Average Daily Balance (Including New Purchases)**

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding periodic rate. We add the results previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each of these segments to arrive at your periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance of each segment, add or subtract cash advances and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments and credits posted as of that day that are allocated to that segment. This gives us the new daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or paid the balance due), we will not calculate finance charges on transactions which post to your purchase or special purchase segments are not added to the daily balances. We will only use the interest rate on the previous statement's daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, we multiply the average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge shown on your statement.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new purchases, and subtract any payments or credits. (If the credit card appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. The code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Savings Deposit) appears on the front of this statement (not on the periodic rates), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement is mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and destroy and cancel all checks and bills, and cease using our account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. We will additionally continue to bill you until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for any charges that they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in us continuing to bill you. If you request to close the account, the account will be closed at the beginning of the next billing cycle.

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account is closed.

Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic transfer from your bank account or to process the payment from your bank account. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

TILING RIGHTS SUMMARY

If you have Questions About Your Bill or if you think your bill is wrong, please call us immediately. If you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must receive your letter no later than 90 days after we issue the first bill on which the error or problem appeared. You can all our Customer Relations number, but doing so will not reserve your rights. In your letter, give us the following information:

- (a) The account number.
- (b) A brief description of the amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error.
- (c) If you need more information, a description of what it is.

We will investigate your question and answer any question in question while we are investigating it, but you're still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot take any action or make any decision to collect the money in question.

† Special Rule For Credit Card Purchases

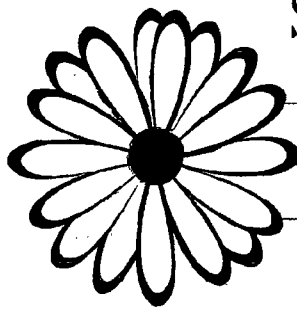
If you have a problem with the quality of property or services that you purchased with a credit card and you've tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or control the business, we will not give you this protection for the property or services we sell purchases we received regardless of amount or location of purchase.) Please remember to sign all correspondence.

Does not apply to consumer non-credit card accounts

Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.



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Capital One®

MASTERCARD ACCOUNT
5291-0716-0368-1931

MAR 10 - APR 09, 2003
Page 1 of 1

Account Summary

Previous Balance	\$865.05
Payments, Credits and Adjustments	\$25.00
Transactions	\$.00
Finance Charges	\$10.87
New Balance	\$850.92
Minimum Amount Due	\$25.00
Payment Due Date	May 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$149.08
Credit Line for Cash	\$1,000
Available Credit for Cash	\$149.08

Payments, Credits and Adjustments

1	27 MAR	PAYMENT RECEIVED - THANK YOU	\$25.00-
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Capital One Services	P.O. Box 85015
P.O. Box 85147	Richmond, VA 23285-5015
Richmond, VA 23276	

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$858.29	.04082%	14.90%	\$10.86
CASH	\$.75	.04370% F	15.99%	\$.01

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

00000000 0 5291071603681931 09 0850920025000025002

New Balance **\$850.92**
Minimum Amount Due **\$25.00**
Payment Due Date **May 09, 2003**
Total enclosed \$
Account Number: **5291-0716-0368-1931**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
Email Address

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



058532



#9010067409705421# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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1-800-FLOWERS.COM® always promises you and all
the moms you love:

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- The finest selection of flowers, plants, gift baskets,
plush toys, gourmet foods and more
- Gifts exclusively designed for 1-800-FLOWERS.COM®
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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of
25 days without finance charge on new purchases, new
balance transfers, new special purchases and now other
charges if you pay your total "New Balance", in
accordance with the Important Notice for payments below,
and in time for it to be credited by your next statement
closing date. There is no grace period on cash advances
and special transfers. In addition, there is no grace period
on any transaction if you do not pay the total "New
Balance".

b. **Assessing Finance Charge.** Transactions which are not
subject to a grace period are assessed finance charge 1)
from the date of the transaction or 2) from the date the
transaction is processed to your Account or 3) from the
first calendar day of the current billing period. Additionally,
if you did not pay the "New Balance" from the previous
billing period in full, finance charges continue to accrue to
your unpaid balance until the unpaid balance is paid in full.
This means that you may still owe finance charges, even if
you pay the entire New Balance indicated on the front of
your statement by the next statement closing date, but did
not do so for the previous month. Unpaid finance charges
are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that
your account is subject to a finance charge, a minimum
total FINANCE CHARGE of \$0.50 will be imposed. If the
total finance charge resulting from the application of your
periodic rate(s) is less than \$0.50, we will subtract that
amount from the \$0.50 minimum and the difference will be
billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the
right to not assess any or all finance charges for any given
billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily
balance of each segment of your account (e.g., cash
advance, purchase, special transfer, and special purchase)
by the corresponding daily periodic rate(s) that has been
previously disclosed to you. At the end of each day during
the billing period, we apply the daily periodic rate for each
segment of your account to the daily balance of each
segment. Then at the end of the billing period, we add up
the results of these daily calculations to arrive at your
periodic finance charge for each segment. We add up the
results from each segment to arrive at the total periodic
finance charge for your account. To get the daily balance
for each segment of your account, we take the beginning
balance for each segment and add any new transactions
and any periodic finance charge calculated on the previous
day's balance for that segment. We then subtract any
payments or credits posted as of that day that are allocated
to that segment. This gives us the separate daily balance
for each segment of your account. However, if you paid the
New Balance shown on your previous statement in full (or
if your new balance was zero or a credit amount), new
transactions which post to your purchase or special
purchase segments are not added to the daily balances. We
calculate the average daily balance by adding all the daily
balances together and dividing the sum by the number of
the days in the current billing cycle. To calculate your total
finance charge, multiply your average daily balance by the
daily periodic rate and by the number of days in the billing
period. Due to rounding on a daily basis, there may be a
slight variance between this calculation and the amount of
finance charge actually assessed.

b. If the code Z or N appears on the front of this statement
next to "Balance Rate Applied To," we multiply the
average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the
billing period covered by this statement, we take the
beginning balance of each segment each day, add any new
transactions to each segment, and subtract any payments or
credits. (If the code N appears on the front of this
statement next to "Balance Rate Applied To," we also
subtract any unpaid finance charge included in the balance
of each segment.) This gives us the daily balance of each
segment. Then, we add up all the daily balances for each
segment for the billing period and divide by the total
number of days in the billing period. This gives us the
average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as
"APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of
Deposit), or S (Bankcard Prime) appears on the front of
this statement next to the periodic rate(s), the periodic
rates and corresponding ANNUAL PERCENTAGE RATES
may vary quarterly and may increase or decrease based
on the stated indices, as found in *The Wall Street
Journal*, plus the margin previously disclosed to you.
These changes will be effective on the first day of your
billing period covered by your periodic statement ending
in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo.
LIBOR Replicated Monthly) appears on the front of your
statement next to the periodic rate(s), the periodic rates
and corresponding ANNUAL PERCENTAGE RATES may
vary monthly and may increase or decrease based on the
stated indices, as found in *The Wall Street Journal*, plus
the margin previously disclosed to you. These changes
will be effective on the first day of your billing period
each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.**
Your account will be assessed no more than two of the fees
listed here that occur during any billing period. Under the
terms of your customer agreement, we reserve the right to
waive or not to assess any fees without prior notification to
you without waiving our right to assess the same or similar
fees at a later time.

5. **Renewing Your Account.** If a membership fee
appears on the front of this statement, you have 30
days from the date this statement was mailed to you to
avoid paying the fee or to have such fee credited to you
if you cancel your account. During this period, you may
continue to use your account without having to pay the
membership fee. To cancel your account, you must
notify us by calling our Customer Relations Department
and pay your "New Balance" in full (excluding the
membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close
your account by calling our Customer Relations
Department. You must destroy your credit card(s) and
account access checks, cancel all preauthorized billing,
and cease using your account. If you do not cancel
preauthorized billing arrangements, we will consider
receipt of a charge your authorization to reopen your
account. Additionally, your account will not be closed
until you pay all amounts you owe us including: any
transactions you have authorized, finance charges, past
due fees, overlimit fees, returned payment fees, cash
advance fees and any other fees assessed to your
account. You are responsible for these amounts whether
they appear on your account at the time you request to
close the account or they are incurred subsequent to
your request to close the account. This may result in
charges appearing on your account after you have
requested the account to be closed or the reopening of

your account if it has already been closed. For example,
if you authorized a purchase from a merchant and we
receive the transaction from the merchant after your
account has been closed, your account will be reopened,
the amount of the charge will be added to your account,
and you will be responsible for payment. If there is a
membership fee for your account, the fee will continue
to be charged, to the extent permitted by law, until the
account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be
used in connection with any internet gambling
transactions.

8. **Notice About Electronic Check Conversion.** When you
provide a check as payment, you authorize us either to
use information from your check to make a one-time
electronic fund transfer from your bank account or to
process the payment as a check transaction. When we
use information from your check to make an electronic
fund transfer, funds may be withdrawn from your bank
account as soon as the same day we receive your
payment, and you will not receive your check back from
your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more
information on a transaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquiries shown on the front of this statement. 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
call our Customer Relations number, 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, a description of the error
and an explanation, if possible, of why you believe there is
an error; or if you need more information, a description of
the item you are unsure about. You do not have to pay any
amount in question while we are investigating it, but you
are still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquent or take any action to collect the
amount you question.

† 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 filed 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. You have this
protection only when the purchase price was more than
\$50.00 and the purchase was made in your home state or
within 100 miles of your mailing address. (If we own or
operate the merchant, or if we mailed you the
advertisement for the property or services, all purchases
are covered regardless of amount or location of purchase.)
Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One O1GLIBAK

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204 0

58532S

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this
statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments
addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our
Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal
delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business
days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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while rates are remarkably low...

5.19%* APR.

Start saving by refinancing with PeopleFirst.com, America's largest online vehicle lender. Take just a few moments to fill out our quick and easy online application and you'll receive a response within 15 minutes during business hours.* But don't wait—rates this low won't last forever.

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CapitalOne

PEOPLEFIRST.COM
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CapitalOne

MASTERCARD ACCOUNT
5291-0716-0368-1931

APR 10 - MAY 09, 2003

Page 1 of 1

Account Summary

Previous Balance	\$850.92
Payments, Credits and Adjustments	\$850.92
Transactions	\$0.00
Finance Charges	\$0.00
New Balance	\$0.00
Minimum Amount Due	\$0.00
Payment Due Date	June 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$1,000.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$1,000.00

Payments, Credits and Adjustments

1	25 APR	PAYMENT RECEIVED - THANK YOU	\$850.92-
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At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85147	Richmond, VA 23285-5015
Richmond, VA 23276	

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 47 million accounts, Capital One provides valuable financial solutions—including auto loans, personal loans, CDs, money market accounts and more—to one out of every three homes in the U.S.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	0.4082%	14.90%	\$0.00
CASH	\$0.00	0.4362% F	15.92%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291071603681931 09 0000000850920000000

New Balance	\$0.00
Minimum Amount Due	\$0.00
Payment Due Date	June 09, 2003
Total enclosed	\$
Account Number:	5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone
Email Address	@

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



006485

#9013067409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
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WOODLAND PA 16881-9742

Refinance your car while rates are remarkably low...5.19%* APR.

Apply now at
PeopleFirst.com/SaveLoan

*PeopleFirst.com rate quoted as of 3/24/03 and is the lowest available for a 36-month term. Rates are for individuals with excellent and substantial credit. No down payment required. Payments are monthly. The amount of savings will depend on your current loan situation. Therefore, please consider this when refinancing. PeopleFirst only refinances loans from other lenders.

PeopleFirst.com business hours are Monday-Friday 9 a.m. to 5:30 p.m., Saturday 8 a.m. to noon Pacific Time.

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09/22 © 100
2-6-10-

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
 - b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
 - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. **Annual Percentage Rates (APR).**
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 contact the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

JOHN B LANDSBERRY,**Walk into the car dealership with up to \$30,000 in hand!****Avoid the hassles of dealer financing and credit checks in just 3 easy steps:****1** *Let us know
you're interested.***2** *Get your
approval letter.***3** *Head to the
dealership!***Simply visit us online at www.carfund.com or call 1-800-304-4854**Monday - Friday, 8 a.m. - 11 p.m., or
Saturday, 8:30 a.m. - 7 p.m. (ET)

YOUR PERSONAL RESERVATION NUMBER: 28339564-04191

CapitalOne®

MASTERCARD ACCOUNT

MAY 10 - JUN 09, 2003

5291-0716-0368-1931

Page 1 of 2

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$384.47
Finance Charges	\$0.00
New Balance	\$384.47
Minimum Amount Due	\$11.00
Payment Due Date	July 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$615.53
Credit Line for Cash	\$1,000
Available Credit for Cash	\$615.53

At your serviceTo call Customer Relations or to report a lost or stolen card:
1-800-903-3637For free online account service and special customer offers, log on to:
www.capitalone.comSend payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015**Payments, Credits and Adjustments****Transactions**

1	09 MAY	CVS #1685 CLEARFIELD PA	\$115.29
2	10 MAY	SEARS ROEBUCK 2124 DU BOIS PA	68.78
3	10 MAY	SEARS ROEBUCK 2124 DU BOIS PA	9.53
4	31 MAY	CVS #1685 CLEARFIELD PA	141.99
5	31 MAY	SNAPPY'S CLEARFIELD PA	32.88
6	31 MAY	SNAPPY'S CLEARFIELD PA	16.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04082%	14.90%	\$0.00
CASH	\$0.00	.04364% F	15.93%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

00000000 0 5291071603681931 09 0384470850920011008

New Balance \$384.47
 Minimum Amount Due \$11.00
 Payment Due Date July 09, 2003
 Total enclosed \$
 Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
 City State ZIP
 Home Phone Alternate Phone
 Email Address @

Capital One Bank
 P.O. Box 85147
 Richmond, VA 23276



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28339564-04191

Have this number handy when you contact us.

Please call during the hours of:
Monday - Friday, 8 a.m. - 11 p.m., or
Saturday, 8:30 a.m. - 7 p.m. (ET)

Certain conditions may apply. This offer is nontransferable. Your credit history will be reviewed by Capital One Auto Finance in order to process your application and must pass scoring requirements. The amount of your financing will be based on credit and application criteria. Applicants cannot be in open bankruptcy. Minimum monthly income of \$1,500 is required. Payment cannot exceed 18% of gross monthly income. Minimum down payment of \$1,000 (in cash or with a trade or manufacturer's rebate) is required. Total amount financed must be at least \$10,000. Loan-to-value restrictions apply. You must be at least 18 years of age. Applicants must have a valid street address within the United States at the time of contract. APO, FPO and DPO Box addresses are not eligible for this offer. Vehicle must be owned and maintained in the United States. Offer is valid for all models (1998 and newer) excluding discontinued vehicle lines and Daewoo. Terms/mileage restrictions apply - see dealership for details. This offer is not valid for motorcycles, mobile homes, RVs, commercial vehicles and boats. This offer is not valid in AK, HI and U.S. dependent territories. Program restrictions apply. © 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code 2 or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rate (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. If you Close Your Account, You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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23-----11-

481635

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

CAPITAL CONVENIENCE CHECK

70044

68-677/510
200884

Date

Expires 07/30/03

Pay To The Order Of JOHN B LANDSBERRY

\$ 700.00

Seven Hundred and 00/100

Dollars

Capital One® Richmond, VA

Memo

Cardholder Signature

⑈70044⑈ ⑆051006778⑆7101603681931⑈

Page 2 of 2

*Enjoy greater flexibility with the attached
Capital Convenience Checks*

An additional and easy way to
access your account

Use just like personal checks

Don't wait!
Your checks expire 07/30/03.

Thank you for choosing

Capital One®

Preferred Cardholder
Customer Relations:
(800) 903-3637
www.capitalone.com

RE: Your account number ending in 1931

JOHN B LANDSBERRY,

We consider you a Capital One® Preferred Cardholder. To show you our appreciation, here are two Capital Convenience Checks* for you to use any way you like.

Why should I use Capital Convenience Checks?

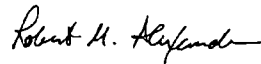
You'll enjoy easy access to your credit card account with your two convenience checks, which you can use for cash and at locations credit cards are not accepted.

You'll notice that your first check is made payable to you. Deposit it into your bank account and use it like cash. The possibilities for the other check are endless—take a weekend getaway, buy new clothes or give as a gift—the choice is yours!

These checks have the same APR, credit line and transaction fees as your cash advances. Just be sure the amount of your checks doesn't exceed your available cash credit line.

We hope you'll find your checks an easy, convenient way to use your Capital One account. It's our way of saying thank you for being a Capital One Preferred Cardholder.

Sincerely,



Robert M. Alexander
Senior Vice President, Capital One

P.S. Don't delay! These Capital Convenience Checks expire 07/30/03.
Take advantage of both of them today!

*Please see the reverse for the terms and conditions of using these checks.

200884

CAPITAL CONVENIENCE CHECK

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

70045

68-677/510
200884

Date

Expires 07/30/03

Pay To The Order Of

\$

Dollars

Capital One® Richmond, VA

Memo

Cardholder Signature

⑈70045⑈ ⑆051006778⑆7101603681931⑈

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

Answers to your Capital Convenience Check questions

Q: What interest rate will apply when I use my convenience checks?

A: You will receive the same APR as you have on cash advances.

Q: Is there a transaction fee?

A: Yes, there is a transaction fee for using convenience checks. The fee is equal to your cash advance fee. Please see your account terms for fee information.

Q: Can I really use my convenience checks any way that I want?

A: Yes, you can use your convenience checks for just about anything—whether you're shopping for new clothes, enjoying meals out or just want to have cash on hand.

Q: Where are convenience checks accepted?

A: Convenience checks are accepted wherever you normally use your personal checks. You can even use them at locations that don't accept credit cards.

Q: Will my convenience checks ever expire?

A: Yes, the expiration date is printed at the top of each convenience check. So use them now for greater financial flexibility!

*** Important information regarding your checks:** A Convenience Check will be treated as a cash advance according to the current terms of your Customer Agreement and any amendments to it. However, it may not qualify for any rewards programs. **The attached checks are subject to cash credit availability, so you must have the available cash credit on the day Capital One processes your check.** Check acceptance is also subject to the current status of your account, and it may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. *These checks cannot be used to pay down or pay off any Capital One account.* Cashing these checks will qualify as using your account. All other account terms and conditions remain in full force and effect.

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O 91850

48163S

ENDORSE HERE

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Special Capital One Cardholder Offer!

First 3 months half-price

\$4.97*
a month;
\$9.95/mo. thereafter

SIGN UP TODAY!
1-877-778-1207
Mention Offer Code: CORAL
Or visit www.peoplepc.com/go/coral

peoplepc™ online
A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Email Virus Protection
- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

CapitalOne

MASTERCARD ACCOUNT
5291-0716-0368-1931

JUN 10 - JUL 09, 2003
Page 1 of 2

Account Summary

Previous Balance	\$384.47
Payments, Credits and Adjustments	\$11.00
Transactions	\$0.00
Finance Charges	\$4.73
New Balance	\$378.20
Minimum Amount Due	\$11.00
Payment Due Date	August 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$621.80
Credit Line for Cash	\$1,000
Available Credit for Cash	\$621.80

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	09 JUL	PAYMENT RECEIVED - THANK YOU	\$11.00-
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Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$386.38	.04082%	14.90%	\$4.73
CASH	\$0.00	.04364% F	15.93%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 5291071603681931 09 0378200011000011004

New Balance **\$378.20**
Minimum Amount Due **\$11.00**
Payment Due Date August 09, 2003
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



049462



#9019167409705420# MAIL ID NUMBER
JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

A better way to Internet.

SIGN UP TODAY!

Mention Offer Code: CORAL

Or visit www.peoplepc.com/go/coral

JOHN B. LANDSBERY
 *PeoplePC Online. First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new PeoplePC subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.
 WOODLAND, PA 15881-9742

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- How To Avoid A Finance Charge.**
- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new finance transfers, new special purchases and new other transfers if you pay the bill in full by the due date in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement of account. Trading days, excluding weekends, cash advances and special transfers. In addition, there is no finance period on any transaction if you do not pay the total "New Balance" shown on your previous statement in full.
- b. Monthly Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the month following the transaction, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the next billing period. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement, the next statement closing date, but did not so for the previous month. Finance charges are added to the applicable segment of your account.
- c. Minimum Finance Charge.** For each billing period that your account has a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your credit card's finance charge rate of 1.50, we will subtract that amount from the \$0.50 minimum finance charge. The balance will be billed to the purchase segment of your account.
- d. Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
- 2. Average Daily Balance (Including New Purchases).**
- a. Finance Charge.** To determine the average daily balance of each segment of your account (including cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been determined, we will calculate the average daily balance during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add the results of the calculations to determine the average daily periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for the billing period. Then we divide the total finance charge by the number of days in the billing period for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous billing period. The sum of these items is the average daily balance for each segment of your account. Then we multiply the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount, new purchases which post to your purchase or special purchase segment) by the average daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the billing period. The result may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to the average daily balance, we will calculate the average daily balance of each segment by your monthly**
- periodic rate.** To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits from the credit segment. Then, at the front of this statement next to "Balance Rate Applied," we will subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up the daily balance of each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
- 3. Annual Percentage Rate (APR).**
- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. If the code P (Plan), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rate and the corresponding ANNUAL PERCENTAGE RATES may vary quarterly or more often than the rates based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**
- c. If the code R (Revolving Credit) or the code LIBOR (Reposit Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and more often than the rates based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**
- 4. Assessment of Late, Overlimit and Returned Payment Fees.**
- Your account will be assessed no more than two of the fees listed below. We reserve the right to assess the fees in terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you. We reserve our right to assess the same or similar fees at a later time.
- 5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date of this statement to return the fee to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) by the end of the membership period.
- 6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. We will cancel all credit card and account access charges, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider the receipt of your check as your authorization to close the account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions that are pending on your account, past due fees, overlimit fees, returned payment fees, and advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account or not. You must return to close the account or they are incurred subsequent to your request to close the account. This may result in your account being reported to "Z" as delinquent. We have requested the account to be closed or the reporting of
- your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and the fee will be responsible for payment of the charge. If you are a member of the American Express membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account is closed. Your card will be returned to you.
- 7. Using Your Account.** Your card is subject to the terms and conditions of the American Express cardholder agreement. Please use in connection with any Internet gambling transactions.
- 8. Needing An Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time payment from your check to your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account. If you do not wish to authorize us to process any payment, and you will not receive your check back from your financial institution.
- BILLING FINANCIAL SUMMARY**
(In Case Of Error Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must have your name and account number, and after you receive your first bill on which the error or problem is shown, you can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and address, the transaction or amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error. If you are not satisfied with a description of the item you are unsure about, or you do not believe you are in question in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. If you are not satisfied with the result, you must report you as delinquent or take any action to collect the amount you question.
- 4.† 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 not been satisfied in good faith with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this right when only your credit card was used for the purchase, \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the merchandise for the purchase, your rights for purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † Does not apply to consumer non-credit card accounts
† Does not apply to business non-credit card accounts
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49462\$

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

CAPITAL CONVENIENCE CHECK

70063

68-677/510
200884

Date

Expires 08/30/03

Pay To The Order Of JOHN B LANDSBERRY

\$ 600.00

Six Hundred and 00/100

Dollars

Capital One® Richmond, VA

Memo

Cardholder Signature

⑈70063⑈ ⑆051006778⑆7101603681931⑈

Page 2 of 2

Enjoy greater flexibility with the attached
Capital Convenience Checks

An additional and easy way to
access your account

Use just like personal checks

Don't wait!
Your checks expire 08/30/03.

Thank you for choosing

Capital One®

Preferred Cardholder
Customer Relations:
(800) 903-3637
www.capitalone.com

RE: Your account number ending in 1931

JOHN B LANDSBERRY,

We consider you a Capital One® Preferred Cardholder. To show you our appreciation, here are two Capital Convenience Checks* for you to use any way you like.

Why should I use Capital Convenience Checks?

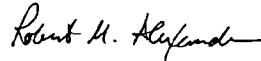
You'll enjoy easy access to your credit card account with your two convenience checks, which you can use for cash and at locations credit cards are not accepted.

You'll notice that your first check is made payable to you. Deposit it into your bank account and use it like cash. The possibilities for the other check are endless—take a weekend getaway, buy new clothes or give as a gift—the choice is yours!

These checks have the same APR, credit line and transaction fees as your cash advances. Just be sure the amount of your checks doesn't exceed your available cash credit line.

We hope you'll find your checks an easy, convenient way to use your Capital One account. It's our way of saying thank you for being a Capital One Preferred Cardholder.

Sincerely,



Robert M. Alexander
Senior Vice President, Capital One

P.S. Don't delay! These Capital Convenience Checks expire 08/30/03.
Take advantage of both of them today!

*Please see the reverse for the terms and conditions of using these checks.

200884

CAPITAL CONVENIENCE CHECK

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

70064

68-677/510
200884

Date

Expires 08/30/03

Pay To The Order Of

\$

Dollars

Capital One® Richmond, VA

Memo

Cardholder Signature

⑈70064⑈ ⑆051006778⑆7101603681931⑈

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

Answers to your Capital Convenience Check questions

Q: What interest rate will apply when I use my convenience checks?

A: You will receive the same APR as you have on cash advances.

Q: Is there a transaction fee?

A: Yes, there is a transaction fee for using convenience checks. The fee is equal to your cash advance fee. Please see your account terms for fee information.

Q: Can I really use my convenience checks any way that I want?

A: Yes, you can use your convenience checks for just about anything—whether you're shopping for new clothes, enjoying meals out or just want to have cash on hand.

Q: Where are convenience checks accepted?

A: Convenience checks are accepted wherever you normally use your personal checks. You can even use them at locations that don't accept credit cards.

Q: Will my convenience checks ever expire?

A: Yes, the expiration date is printed at the top of each convenience check. So use them now for greater financial flexibility!

*** Important information regarding your checks:** A Convenience Check will be treated as a cash advance according to the current terms of your Customer Agreement and any amendments to it. However, it may not qualify for any rewards programs. **The attached checks are subject to cash credit availability, so you must have the available cash credit on the day Capital One processes your check.** Check acceptance is also subject to the current status of your account, and it may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. *These checks cannot be used to pay down or pay off any Capital One account.* Cashing these checks will qualify as using your account. All other account terms and conditions remain in full force and effect.

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0 81860

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RESERVED FOR FINANCIAL INSTITUTION USE *

JOHN B LANDSBERRY,

Walk into the car dealership with up to \$30,000 in hand!
 Avoid the hassles of dealer financing and credit checks in just 3 easy steps:

1 Let us know
you're interested.

2 Get your
approval letter.

3 Head to the
dealership!

Simply visit us online at **www.carfund.com** or call **1-800-304-4854**

Monday - Friday, 8 a.m. - 11 p.m., or
Saturday, 8:30 a.m. - 7 p.m. (ET)

YOUR PERSONAL RESERVATION NUMBER: 0028339564-04429

CapitalOne

MASTERCARD ACCOUNT
5291-0716-0368-1931

JUL 10 - AUG 09, 2003
Page 1 of 2

Account Summary

Previous Balance	\$378.20
Payments, Credits and Adjustments	\$100.00
Transactions	\$620.95
Finance Charges	\$10.40
New Balance	\$909.55
Minimum Amount Due	\$27.00
Payment Due Date	September 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$90.45
Credit Line for Cash	\$1,000
Available Credit for Cash	\$90.45

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85015
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5015

Important Account Information

Did You Know? Capital One offers more than just credit card products. With more than 47 million accounts, Capital One provides valuable financial solutions- including auto loans, personal loans, CDs, money market accounts and more- to one out of every three homes in the U.S.

Payments, Credits and Adjustments

1	26 JUL	PAYMENT RECEIVED - THANK YOU	\$100.00
---	--------	------------------------------	----------

Transactions

2	09 JUL	NAPA AUTO PARTS-CLEARF CLEARFIELD PA	\$25.51
3	16 JUL	CUMBERLAND TRUCK PARTS CLEARFIELD PA	38.60
4	17 JUL	PRO-FORMANCE FUEL I CLEARFIELD PA	496.30
5	17 JUL	NAPA AUTO PARTS-CLEARF CLEARFIELD PA	22.05
6	17 JUL	84-LUMBER #0292 WOODLAND PA	18.49
7	17 JUL	0252 SHEETZ 00002527 CLEARFIELD PA	20.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$822.07	.04082%	14.90%	\$10.40
CASH	\$0.00	.04312% F	15.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 5291071603681931 09 0909550100000027004

New Balance **\$909.55**
 Minimum Amount Due **\$27.00**
 Payment Due Date **September 09, 2003**
 Total enclosed \$
 Account Number: **5291-0716-0368-1931**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
 City State ZIP
 Home Phone Alternate Phone
 Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



044848



#9022267409705423# MAIL ID NUMBER
 JOHN B LANDSBERRY
 RR 2 BOX 331C
 WOODLAND PA 16881-9742



Go buy the car you want with no worries or hassles!

You've been pre-selected for up to \$30,000 in financing.

- NO financing hassles at the dealership
- NO dealer credit checks
- NO application fees or prepayment penalties

Apply online at www.carfund.com or call 1-800-304-4854 today
and take a big step toward owning the new or pre-owned car you've always wanted!

Private Reservation Number for JOHN B LANDSBERRY:

0028339564-04429

Have this number handy when you contact us.

Please call during the hours of:
Monday - Friday, 8 a.m. - 11 p.m., or
Saturday, 8:30 a.m. - 7 p.m. (ET)

Certain conditions may apply. This offer is nontransferable. Your credit history will be reviewed by Capital One Auto Finance in order to process your application and must pass scoring requirements. The amount of your financing will be based on credit and application criteria. Applicants cannot be in open bankruptcy. Minimum monthly income of \$1,500 is required. Payment cannot exceed 18% of gross monthly income. Minimum down payment of \$1,000 (in cash or with a trade or manufacturer's rebate) is required. Total amount financed must be at least \$10,000. Loan-to-value restrictions apply. You must be at least 18 years of age. Applicants must have a valid street address within the United States at the time of contract. APO, FPO and E.O. Box addresses are not eligible for this offer. Vehicle must be owned and maintained in the United States. Offer is valid for all models (1998 and newer) excluding Kia, Suzuki, Oldsmobile, Mitsubishi, Daewoo and discontinued vehicle lines. Term/mileage restrictions apply - see dealership for details. This offer is not valid for motorcycles, mobile homes, RVs, commercial vehicles and boats. This offer is not valid in AK, HI and U.S.-dependent territories. Program restrictions apply.
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1. How To Avoid A Finance Charge.

† a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

† c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that date that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for those amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Error Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com.

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09R18 C 0100

23-5-7

44849S

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

CAPITAL PURCHASE CHECK

10310
68-677/510
200877

Date

Expires 09/28/03

Pay To The Order Of JOHN B LANDSBERRY

\$ 400.00

Four Hundred and 00/100

Dollars

Capital One® Richmond, VA

Memo

Cardholder Signature

⑈ 10310 ⑆ 05100677818651603681931 ⑈



Page 2 of 2

Enjoy this special Capital Purchase Check offer for Preferred Cardholders.

Use purchase checks
like personal checks!

Access your account quickly
and conveniently!

Hurry! Your purchase checks
expire 09/28/03.

Thank you for choosing
Capital One®

Preferred Cardholder
Customer Relations:
(800) 903-3637
www.capitalone.com

RE: Your account number ending in 1931

JOHN B LANDSBERRY,

Because you are a Preferred Cardholder at Capital One®, we'd like to show you our appreciation. So, we're giving you two no-transaction-fee Capital Purchase Checks* to use however you'd like!

Enjoy easy access to your account with these checks, especially where credit cards are not accepted. Cover unexpected expenses, make home improvements, or even donate to your favorite charity. With no transaction fee and the same APR as purchases, you're sure to find plenty of ways to use them.

The first check, which is made out to you, can be deposited into your bank account and used like cash. The other check is great for transferring balances from other accounts, such as retail or credit cards and loans. By consolidating debt into one payment, you'll have fewer checks to write each month—and more free time for you! Just be sure the total amount of your checks and other transactions doesn't exceed your available credit.

We hope you'll enjoy your purchase checks. They are our way of saying thank you for being a Capital One Preferred Cardholder!

Sincerely,

Robert M. Alexander
Robert M. Alexander
Senior Vice President

P.S. Don't delay! These Capital Purchase Checks expire 09/28/03.
Take advantage of both of them today!

*Please see the reverse side for the terms and conditions of using these checks. 200877

JOHN B LANDSBERRY
RR 2 BOX 331C
WOODLAND PA 16881-9742

CAPITAL PURCHASE CHECK

10311
68-677/510
200877

Date

Expires 09/28/03

Pay To The Order Of

\$

Dollars

Capital One® Richmond, VA

Memo

Cardholder Signature

⑈ 10311 ⑆ 05100677818651603681931 ⑈

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Answers to frequently asked questions

Q: Is there a transaction fee?

A: There is absolutely **no transaction fee** for using purchase checks to access your Capital One account.

Q: What interest rate will apply when I use my purchase checks?

A: You will receive the same APR you currently enjoy on purchases.

Q: Can I really use my purchase checks any way that I want?

A: Yes, you can use your purchase checks for almost anything—whether you're shopping for new clothes, enjoying meals out or just want to have cash on hand. Another way to take advantage of your purchase checks is to consolidate debt from other credit cards and loans.

Q: Why would I want to use my purchase checks to consolidate debt?

A: You can save money by transferring balances from high-interest loans, department store, gasoline and other higher-rate credit cards to your Capital One card. In addition, by consolidating debt into one simple payment, you'll have fewer checks to write each month.

Q: Where are purchase checks accepted?

A: Purchase checks are accepted wherever you normally use your personal checks. You can even use them at places that don't accept credit cards.

Q: Will my purchase checks ever expire?

A: Yes, the expiration date is printed at the top of each purchase check. So, use them now for greater financial flexibility!

*** Important information regarding your checks:** The attached checks will be treated as purchases according to the terms of your Customer Agreement and any amendments to it but may not qualify for any reward programs. **The attached checks are subject to credit availability, so you must have the available credit on the day Capital One processes your check.** Check acceptance is also subject to the current status of your account, and the check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. *These checks cannot be used to pay down or pay off any Capital One account.* Cashing these checks will qualify as using your account. All other account terms and conditions remain in full force and effect.

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44848S

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ESPECIALLY FOR CAPITAL ONE® CARDHOLDERS

575100-01

SPECIAL TASTING OFFER!



Order 6 bottles of our top quality Lamarett Merlot for just \$6.58 each! Act fast and get our **solid pine Collector's Crate** as your **FREE GIFT!**

Call today to get all this for just \$39.48!

- **FREE Shipping** (Free Shipping does not apply to AK, NV & certain NC regions.)
- **FREE Wine Collector's Crate** (Holds 12 bottles.)
- **FREE Food & Wine Pairing Guide**

Your purchase of our fine Merlot is 100% guaranteed.

Call toll free: **1-800-782-WINE (9463)**
or visit **www.geerwade.com**

(When ordering online, enter the wine code [FRA266] in the "Express Shipping" box. Be sure to enter your special offer keycode where it says, "Do you have a promotional keycode?")



CapitalOne

MASTERCARD ACCOUNT
5291-0716-0368-1931

AUG 10 - SEP 09, 2003
Page 1 of 1

Account Summary

Previous Balance	\$909.55
Payments, Credits and Adjustments	\$27.00
Transactions	\$10.23
Finance Charges	\$11.56
New Balance	\$904.34
Minimum Amount Due	\$27.00
Payment Due Date	October 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$95.66
Credit Line for Cash	\$1,000
Available Credit for Cash	\$95.66

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85147
P.O. Box 85147 P.O. Box 85015
Richmond, VA 23276 Richmond, VA 23285-5015

Important Account Information

Capital One is a proud sponsor of the 55th Annual Primetime Emmy Awards Telecast. Tune in Sunday, September 21st on FOX from 8-11 p.m. ET (7-10 p.m. CT) to see the talent you've enjoyed during the past season unite to celebrate another year of groundbreaking work in television. Capital One wants you to be a part of the excitement! Check out Capital One's ad in the September 12th issue of People Magazine or visit redcarpetweekend.com for more details.

Payments, Credits and Adjustments

1 06 SEP PAYMENT RECEIVED - THANK YOU \$27.00-

Transactions

2 04 SEP NAPA AUTO PARTS-CLEARF CLEARFIELD PA \$10.23

Families EARNING INCOMES UP TO \$36,000 per year or more may be eligible for low-cost or free health care coverage FOR THEIR UNINSURED CHILDREN. If you or someone you know has a child without health insurance, call toll free 1-877-KIDS-NOW for information about the low-cost or free health care coverage programs in your state.

When you send us a check, you authorize us to make a one-time electronic fund transfer debit from your bank account. The transfer will be for the amount of the check. You agree that if a third party submits a check for your account, that individual is your agent and was provided with these disclosures. If we cannot process the transfer, you authorize us to make a charge against your bank account using a paper draft.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$913.63	.04082%	14.90%	\$11.56
CASH	\$0.00	.04310% F	15.73%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 5291071603681931 09 0904340027000027005

New Balance \$904.34
Minimum Amount Due \$27.00
Payment Due Date October 09, 2003
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



063151



#9025367409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

www.geerwade.com*

PAYMENT INFORMATION:

☐ Please charge my: ☐ VISA® ☐ MasterCard®

CARD NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

EXPIRATION

MONTH

--	--

 YEAR

--	--

Signature _____

I authorize Capital One to forward this coupon on my behalf to the company that provides this product.

Phone # _____ E-mail _____

You must be **21 years of age or older** to place an order for, receive delivery of and to consume wine.

☐ Yes, I am 21 years of age or older. (please check box)

DELIVERY ADDRESS If different from address on left. *Cannot deliver to P.O. Boxes.*

First Name _____ Last Name _____

Address _____ Apt # _____
City _____ State _____ ZIP _____

Recipients must be 21 years or older to receive delivery. We are legally entitled to ship wine to the following states:
AK, AZ, CA, CO, CT, FL, IA, IL, IN, LA, MA, MI, MN, MO, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OR, VA, WA, WV.
Gearlings & Wado is a licensed retailer. Some restrictions apply. Wines not available in all states. Limit one case per household. Delivery is subject to change without notice. Delivery times may vary by location. Some restrictions apply. Wine gifts and/or wine discounts may not be available for all areas and/or states. Adult signature required upon delivery.

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1. **How To Avoid A Finance Charge.**
- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your bill on time. See the Important Notice for details. If the cardholder agreement, in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. The timing rules for new purchases, new balance transfers and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance" by the due date.
- b. **Average Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed by your Account. Finance charges are assessed on the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your account until the balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement. Finance charges accrue during date, but they do not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is in arrears, a minimum finance charge of 1% of the total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will extract that amount from the \$0.50 minimum finance charge difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
- a. Finance charge is calculated by multiplying the daily balance of each segment of your account by the applicable advance, purchase, special transfer, and special purchase rate by the corresponding daily periodic rate(s) that has been previously disclosed to you. The daily balance for each segment of your account is the daily balance of each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of the daily balance of each segment of your account to the daily balance of each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the previous balance for each segment and add any new transactions and any periodic finance charge calculated on the previous balance to the balance of that segment. Payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous bill (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segment are added to the previous balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the billing cycle. To calculate your total finance charge, multiply the average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding and by a daily basis, there may be a slight difference in the finance charge calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Due," we will multiply the average daily balance of each segment of your account by the applicable advance, purchase, special transfer, and special purchase rate by the corresponding daily periodic rate(s) that has been previously disclosed to you. The daily balance for each segment of your account is the daily balance of each segment. Then at the end of the billing period, we add up the results of the daily balance of each segment of your account to the daily balance of each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the previous balance for each segment and add any new transactions and any periodic finance charge calculated on the previous balance to the balance of that segment. Payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous bill (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segment are added to the previous balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the billing cycle. To calculate your total finance charge, multiply the average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding and by a daily basis, there may be a slight difference in the finance charge calculation and the amount of finance charge actually assessed.
3. **Annual Percentage Rate (APR).**
- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding balance rates. APRs may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. This change will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Discount Rate) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding balance rates. APRs may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. This change will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.**
- Your account will be assessed to more than two of the fees listed here that occur in a billing cycle. We reserve the right to assess any or all of these fees based on the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees in a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date of this statement to contact us to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. If you do not contact us to cancel the membership fee by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) by the end of the membership period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account information and return them to us. We will bill and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of your account information as an agreement to continue your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions for which you have authorized, finance charges, past due fees, overdue fees, returned payment fees, advance fees and any other fees assessed to your account. You are responsible for these amounts whether you appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested to close the account.
7. **How To Avoid A Finance Charge.**
- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your bill on time. See the Important Notice for details. If the cardholder agreement, in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. The timing rules for new purchases, new balance transfers and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance" by the due date.
- b. **Average Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed by your Account. Finance charges are assessed on the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your account until the balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement. Finance charges accrue during date, but they do not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is in arrears, a minimum finance charge of 1% of the total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will extract that amount from the \$0.50 minimum finance charge difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
8. **Special Rate For Credit Card Purchases**
- a. If you have a problem with the quality of property or services that you purchased with a credit card and you have not been able to get the problem corrected with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this right only if you have paid the purchase price in full (\$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the merchandise, the payment for the purchase of the purchases are covered regardless of amount or location of purchase). Please remember to sign all correspondence.
- † Does not apply to consumer non-credit card accounts
- † Does not apply to business non-credit card accounts
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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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Signature _____

Name (Please Print) _____

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Please fill in the last four digits of your Social Security Number (Required)

1219 BASHTOWN RD
WOODLAND PA 16881-8622

1000000018339564

7338

Capital One®

MASTERCARD ACCOUNT
5291-0716-0368-1931

SEP 10 - OCT 09, 2003
Page 1 of 1

Account Summary

Previous Balance	\$904.34
Payments, Credits and Adjustments	\$912.53
Transactions	\$322.26
Finance Charges	\$2.72
New Balance	\$316.79
Minimum Amount Due	\$10.00
Payment Due Date	November 08, 2003
Total Credit Line	\$1,000
Total Available Credit	\$683.21
Credit Line for Cash	\$1,000
Available Credit for Cash	\$683.21

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Cast your vote on capitalonebowl.com to help select the National Mascot of the Year from the 12 finalists, and be sure to tune in to ABC college football, ESPN, and ESPN2 to see this year's mascot commercials! This year's winner will be announced during the Capital One Bowl, which airs on ABC at 1:00p.m. ET on January 1st.

Payments, Credits and Adjustments

1	17 SEP	PAYMENT RECEIVED - THANK YOU	\$892.78-
2	26 SEP	NAPA AUTO PARTS-CLEARF CREDIT	19.75-

Transactions

3	18 SEP	PA DRIVER/VEHICLE SERV HARRISBURG PA	\$27.00
4	20 SEP	0252 SHEETZ 00002527 CLEARFIELD PA	22.00
5	20 SEP	NAPA AUTO PARTS-CLEARF CLEARFIELD PA	31.78
6	20 SEP	TRACTOR-SUPPLY-CO #068 CLEARFIELD PA	65.34
7	20 SEP	CUMBERLAND TRUCK PARTS CLEARFIELD PA	24.84
8	23 SEP	EASTBAY CATALOG 800-628-6301 WI	76.98
9	26 SEP	0252 SHEETZ 00002527 CLEARFIELD PA	8.25
10	01 OCT	0252 SHEETZ 00002527 CLEARFIELD PA	43.60
11	07 OCT	0252 SHEETZ 00002527 CLEARFIELD PA	18.50
12	07 OCT	NAPA AUTO PARTS-CLEARF CLEARFIELD PA	3.97

When you send us a check, you authorize us to make a one-time electronic fund transfer debit from your bank account. The transfer will be for the amount of the check. You agree that if a third party submits a check for your account, that individual is your agent and was provided with these disclosures. If we cannot process the transfer, you authorize us to make a charge against your bank account using a paper draft.

Families in PA EARNING INCOMES UP TO \$43,240 per year may be eligible for low-cost or free health care coverage FOR THEIR UNINSURED CHILDREN. If you or someone you know has a child without health insurance, call toll free 1-877-KIDS-NOW for information about the low-cost or free health care coverage programs in PA.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$222.16	.04082%	14.90%	\$2.72
CASH	\$0.00	.04312% F	15.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

00000000 0 5291071603681931 09 0316790892780010001

New Balance	\$316.79
Minimum Amount Due	\$10.00
Payment Due Date	November 08, 2003
Total enclosed \$	
Account Number:	5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street _____ Apt. # _____
City _____ State _____ ZIP _____
Home Phone _____ Alternate Phone _____
Email Address _____ @ _____

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



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WOODLAND PA 16881-8622



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05R03 0100
2045

1. How To Avoid A Finance Charge.

- Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
- Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account.

If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account.

You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account.

Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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CapitalOne

MASTERCARD ACCOUNT

OCT 10 - NOV 09, 2003

5291-0716-0368-1931

Page 1 of 2

Account Summary

Previous Balance	\$316.79
Payments, Credits and Adjustments	\$10.00
Transactions	\$186.59
Finance Charges	\$5.57
New Balance	\$498.95
Minimum Amount Due	\$14.00
Payment Due Date	December 09, 2003
Total Credit Line	\$1,000
Total Available Credit	\$501.05
Credit Line for Cash	\$1,000
Available Credit for Cash	\$501.05

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To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	30 OCT	PAYMENT RECEIVED - THANK YOU	\$10.00
---	--------	------------------------------	---------

Transactions

2	11 OCT	HAPPY WANDERER RESTAUR NLAGARA FALLS CAN	\$37.75
3	11 OCT	STANLEY MOTOR INN NLAGARA FALLS CAN	55.53
4	12 OCT	HAPPY WANDERER RESTAUR NLAGARA FALLS CAN	19.61
5	12 OCT	EXXONMOBIL26 09658600 SOUTH WA NY	14.70
6	09 NOV	CAPITAL ONE MEMBER FEE	59.00

When you send us a check, you authorize us to make a one-time electronic fund transfer debit from your bank account. The transfer will be for the amount of the check. You agree that if a third party submits a check for your account, that individual is your agent and was provided with these disclosures. If we cannot process the transfer, you authorize us to make a charge against your bank account using a paper draft.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$440.17	.04082%	14.90%	\$5.57
CASH	\$0.00	.04312% P	15.74%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

00000000 0 5291071603681931 09 0498950010000014007

New Balance **\$498.95**
Minimum Amount Due **\$14.00**
Payment Due Date **December 09, 2003**

Total enclosed \$
Account Number: **5291-0716-0368-1931**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



055300



#9031367409705420# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$3.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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05R06 0 0100
2-45677-1000

553005

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

JOHN B LANDSBERRY,

**Your account performance has earned you
Preferred Cardholder status.**

Capital One
what's in your wallet?™

**You are Pre-Approved
for an additional credit
card—a Capital One
Visa Platinum card.**

- 0% Intro APR
- Up to \$7512
credit line
- Platinum card benefits

Dear JOHN B LANDSBERRY,

Page 2 of 2

Because we value your relationship with us, we are pleased to inform you that you are Pre-Approved for an additional credit card—a Capital One® Visa® Platinum card with a credit line up to \$7512 ♦ and a 0% intro APR on purchases until April 2004, thereafter going to a low variable rate, currently 14.9%.

Enjoy the benefits of another credit card—a Visa Platinum card!

This new credit card gives you the flexibility that comes with expanded purchasing power. It also allows you to manage your budget conveniently through separate billing statements.

Enjoy the convenience of increased credit—with a 0% intro APR!

Whether you're shopping on the Internet, reserving a hotel room or simply buying groceries, you'll save on interest with a 0% intro APR on purchases until April 2004, and keep saving with a low variable rate, currently 14.9%.

Respond today!

Reply today and you could have your new Visa in as little as 15 business days. Visit us online at www.getmycard.com (using Reservation # 8117242109027 and Access Code 083550) or call us toll free at 1-800-CAPITAL (227-4825).

Please be sure to read the complete details of this offer on the back of the letter. We hope you take the opportunity to enjoy this new Visa Platinum card. And thank you again for choosing Capital One.

Sincerely,

P. Taylor Jamison, Director of Accounts

P.S. Don't miss this opportunity to get your Pre-Approved Visa Platinum card, with a 0% intro APR and a credit line up to \$7512! But hurry—this offer expires November 30, 2003.

Please see the back of the letter
for Important Disclosures on rate,
fee and other cost information.

There are 2 ways to reply.

1.



ONLINE
Visit us online
at
www.getmycard.com

2.



PHONE
Call us toll free at
1-800-CAPITAL
(227-4825)

IMPORTANT DISCLOSURES

ANNUAL PERCENTAGE RATE (APR) for purchases	0% fixed (0.00000% daily periodic rate) through your April 2004 billing period. After that, 14.9% (0.04082% daily periodic rate).
Other APRs	Balance transfer APR: Same as purchases. [■] Cash advance APR: 19.9% (0.05452% daily periodic rate). Default APR: 25.9% fixed (0.07096% daily periodic rate). See explanation below. [◊] Special transfer APR: 14.9% (0.04082% daily periodic rate). [■]
Variable rate information	Your purchase, cash advance and transfer APRs may vary quarterly. The purchase and transfer APRs will be determined by adding 10.65% to the Prime rate. The cash advance APR will be determined by adding 15.65% to the Prime rate.* Rate in effect 07/01/03.
Grace period for repayment of the balance for purchases	You will have a minimum of 25 days without a finance charge on new purchases if the New Balance is paid in full each month by the following statement closing date.
Method of computing the balance for purchases	Average daily balance (including new purchases).
Membership fee	\$49 annually.
Minimum finance charge	For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. ¹⁻²⁴
Miscellaneous fees	Cash advance fee: 3% of amount of the cash advance, but not less than \$5. Late payment fee: \$29. Over-the-credit-limit fee: \$29. Transfer fees: None.

Returned check fee: \$29.

◊ If your account is five or more days past due twice within any six billing periods, all rates will change effective with the beginning of the second billing period in which you were past due. If we do not receive your minimum monthly payment, as calculated by the terms of your account, for two consecutive billing periods, all rates will change effective within two billing periods of the delinquency. In either case, all rates will change to the Default APR and if not already applicable to your account, your minimum payment will be 3% of your outstanding balance or \$15, whichever is greater. If your balance is less than \$15, your minimum payment will equal your balance amount.

* The Prime rate used to determine your APR is the rate published in the "Money Rates" section of *The Wall Street Journal* on the 25th day of December, March, June and September, or if not published on that date, then as published on the immediately preceding publication date and will take effect on the first day of your January, April, July and October billing periods. If the periodic rate(s) and corresponding annual percentage rate(s) increase, the finance charge will increase and your minimum payment may be greater.

Minimum Payment: Your minimum payment will be the greater of 3% of your outstanding balance or \$15. If your balance is less than \$15, your minimum payment will equal your balance amount.

• The minimum credit line is \$500.

■ All balances transferred prior to May 1, 2004, will be posted to the Special Transfer segment of your account. Thereafter, unless otherwise notified, balances transferred will be posted to the Purchase segment.

Payments will first be applied to finance charges and fees, then to the Purchase segment, next to the Cash Advance segment and finally to the Special Transfer segment, if applicable.

09R05 0

55300S

5,000 PEOPLE WILL START SAVING ON THEIR LONG DISTANCE TODAY.

WILL YOU BE ONE OF THEM?

Turn the page and start saving today

CapitalOne

MASTERCARD ACCOUNT

NOV 10 - DEC 09, 2003

5291-0716-0368-1931

Page 1 of 1

Account Summary

Previous Balance	\$498.95
Payments, Credits and Adjustments	\$14.00
Transactions	\$2,425.49
Finance Charges	\$77.37
New Balance	\$2,987.81
Minimum Amount Due	\$89.00
Payment Due Date	January 09, 2004
Total Credit Line	\$3,000
Total Available Credit	\$12.19
Credit Line for Cash	\$3,000
Available Credit for Cash	\$12.19

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	03 DEC	PAYMENT RECEIVED - THANK YOU	\$14.00
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Transactions

2	08 NOV	ELDER-BEERMAN #0141 DUBOIS PA	\$25.49
3	20 NOV	SPECIAL TRANSFER DIRECT MERCHANTS BK	2,000.00
4	20 NOV	CLEARFIELD BK & TRUST CLEARFIELD PA	400.00
5	25 NOV	SPECIAL RATE OFFER - FINANCE CHARGE	50.00
6	09 DEC	CASH ADVANCE FEE - FINANCE CHARGE	12.00

When you send us a check, you authorize us to make a one-time electronic fund transfer debit from your bank account. The transfer will be for the amount of the check. You agree that if a third party submits a check for your account, that individual is your agent and was provided with these disclosures. If we cannot process the transfer, you authorize us to make a charge against your bank account using a paper draft.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$524.80	.04082%	14.90%	\$6.43
CASH	\$267.23	.04312% F	15.74%	\$3.46
SPECIAL TRANSFERS	\$1,360.05	.01342%	4.90%	\$5.48

ANNUAL PERCENTAGE RATE applied this period

40.63%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291071603681931 09 2987810014000089003

New Balance **\$2,987.81**
Minimum Amount Due **\$89.00**
Payment Due Date **January 09, 2004**

Total enclosed \$
Account Number: **5291-0716-0368-1931**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



052275



#9034467409705425# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

SIGN UP NOW FOR 3.9¢** PER MINUTE ... EVERY CALL ... EVERY DAY. [It only takes 60 seconds.]

This special rate* is brought to you by Capital One® and OneVoice Long Distance.
Start saving today. Call 1.800.833.1651. Or visit at www.covistaonevoice.com

Capital One® OneVoice Long Distance
what's in your wallet?™

**3.9 cents per minute is for state to state calls. *Exclusive Offer - No monthly fee for Capital One customers.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Averaging Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code H appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
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4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rate 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3:00 p.m. on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other form.

JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

CAPITAL Purchase CHECK

10432
68-677/510
575200-01
04879

Date

Check expires March 31, 2004

Pay to the order of

VOID

\$

Dollars

CapitalOne® Richmond, VA

Memo

Cardholder
Signature

10432 05100677818651603681931

CapitalOne®

MASTERCARD ACCOUNT
5291-0716-0368-1931

DEC 10, 2003 - JAN 09, 2004
Page 1 of 1

Account Summary

Previous Balance	\$2,987.81
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$20.76
New Balance	\$3,043.57
Minimum Amount Due	\$180.00
Payment Due Date	February 09, 2004
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

1	09 JAN	PAST DUE FEE	\$35.00
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When you send us a check, you authorize us to make a one-time electronic fund transfer debit from your bank account. The transfer will be for the amount of the check. You agree that if a third party submits a check for your account, that individual is your agent and was provided with these disclosures. If we cannot process the transfer, you authorize us to make a charge against your bank account using a paper draft.

You were assessed a past due fee of \$35.00 on 01/09/2004 because your minimum payment was not received by the due date of 01/09/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$522.30	.04082%	14.90%	\$6.61
CASH	\$415.91	.04326% F	15.79%	\$5.58
SPECIAL TRANSFERS	\$2,059.62	.01342%	4.90%	\$8.57

ANNUAL PERCENTAGE RATE applied this period

8.15%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 5291071603681931 09 3043570014000180001

New Balance	\$3,043.57
Minimum Amount Due	\$180.00
Payment Due Date	February 09, 2004
Total enclosed \$	
Account Number:	5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



054815



#9001067409705422# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Important information regarding your check: The attached check will be treated as a purchase according to the terms of your Customer Agreement, and any amendments to it. However, it may not qualify for any rewards programs. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your Account, and the check may not be processed if your account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your Account is not current as stated, your check will be returned unpaid and you may be assessed a Returned Check fee. This check cannot be used to pay down or pay off any Capital One Account. Cashing this check will qualify as using your Account. © 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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- More Email Addresses
- Internet Call Waiting

SIGN UP TODAY!
1-888-587-9669
Mention Offer Code: PEARL
Or visit www.peoplepc.com/go/pearl

UNLIMITED INTERNET ACCESS

Capital One®

MASTERCARD ACCOUNT

JAN 10 - FEB 09, 2004

5291-0716-0368-1931

Page 1 of 1

Account Summary

Previous Balance	\$3,043.57
Payments, Credits and Adjustments	\$194.95
Transactions	\$14.95
Finance Charges	\$20.73
New Balance	\$2,884.30
Minimum Amount Due	\$86.00
Payment Due Date	March 09, 2004
Total Credit Line	\$3,000
Total Available Credit	\$115.70
Credit Line for Cash	\$3,000
Available Credit for Cash	\$115.70

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

This February Capital One is in the movies! Watch Ebert & Roeper to see their top movie picks and visit EbertandRoeper.tv to see how you can get involved and learn more about Roger Ebert's 6th Annual Overlooked Film Festival.

Payments, Credits and Adjustments

1 30 JAN Cap 1 ElectronicPhonePmt AuthDate 30-JAN \$194.95-

Transactions

2 30 JAN PAY-BY-PHONE FEE \$14.95

****Important Notice**** You were mailed an Important Notice Of A Change In Terms in your February 2004 statement or were sent one in a letter from Capital One in February. If you have any questions, please call the customer service number on the back of your card.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Period rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$527.94	.04082%	14.90%	\$6.68
CASH	\$413.54	.04312% F	15.74%	\$5.53
SPECIAL TRANSFERS	\$2,048.42	.01342%	4.90%	\$8.52

ANNUAL PERCENTAGE RATE applied this period

8.16%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

00000000 0 5291071603681931 09 2884300194950086000

New Balance \$2,884.30
Minimum Amount Due \$86.00
Payment Due Date March 09, 2004

Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



056741S



#9004167409705427# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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1219 BASHTOWN RD
WOODLAND PA 16801-9622
(29) 01 1-888-587-9669

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bank Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account may be assessed a business day by 3 p.m. of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and your explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ Special Rule For Credit Card Purchases

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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01LGLBAX

09B05 0 0100
23466-810-

56741S

Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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you're interested.**2** Get your
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YOUR PERSONAL RESERVATION NUMBER: 0028339564-04658

Capital One

MASTERCARD ACCOUNT

FEB 10 - MAR 09, 2004

5291-0716-0368-1931

Page 1 of 2

Account Summary

Previous Balance	\$2,884.30
Payments, Credits and Adjustments	\$86.00
Transactions	\$0.00
Finance Charges	\$18.35
New Balance	\$2,816.65
Minimum Amount Due	\$84.00
Payment Due Date	April 09, 2004
Total Credit Line	\$3,000
Total Available Credit	\$183.35
Credit Line for Cash	\$3,000
Available Credit for Cash	\$183.35

At your serviceTo call Customer Relations or to report a lost or stolen card:
1-800-903-3637For free online account service and special customer offers, log on to:
www.capitalone.comSend payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015**Payments, Credits and Adjustments**

1 05 MAR CAPITAL ONE ONLINE ACH PAYMENT \$86.00-

Families in PA EARNING INCOMES UP TO \$43,240 per year may be eligible for low-cost or free health care coverage FOR THEIR UNINSURED CHILDREN. If you or someone you know has a child without health insurance, call toll free 1-877-KIDS-NOW for information about the low-cost or free health care coverage programs in PA.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$465.65	.04082%	14.90%	\$5.51
CASH	\$402.09	.04307%	15.72%	\$5.02
SPECIAL TRANSFERS	\$2,010.61	.01342%	4.90%	\$7.82

ANNUAL PERCENTAGE RATE applied this period

8.02%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 5291071603681931 09 2816650086000084008

New Balance	\$2,816.65
Minimum Amount Due	\$84.00
Payment Due Date	April 09, 2004

Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

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Private Reservation Number for JOHN B LANDSBERRY:

0028339564-04658

Have this number handy when you contact us.

Please call during the hours of:
Monday - Friday, 8 a.m. - 11 p.m., or
Saturday, 8:30 a.m. - 7 p.m. (ET)

Certain conditions may apply. This offer is nontransferable. Your credit history will be reviewed by Capital One Auto Finance in order to process your application and must pass scoring requirements. Applicants shall not have any existing Capital One account that is, within 30 days of applying, either i) 60 or more days delinquent or ii) overlimit (either 15% or \$100 over the credit limit). The amount of your financing will be based on credit and application criteria. Any bankruptcies must show discharged on your credit bureau. Minimum monthly income of \$1,500 is required. Payment history must be 18% of gross monthly income. Minimum down payment of \$1,000 (or 10% of purchase price or manufacturer's rebate) is required. Total amount financed must be at least \$10,000. Loan-to-value restrictions apply. You must be at least 18 years of age. Applicants must have a valid street address within the United States at the time of contract. APO, FPO and PO Box addresses are not eligible for this offer. Vehicle must be owned and maintained in the United States. Offer is valid for all models (1999 and newer) excluding Kia, Suzuki, Oldsmobile, Mitsubishi, Daewoo and discontinued vehicle lines. Term/mileage restrictions apply—see approval package for details. This offer is not valid for motorcycles, mobile homes, RVs, commercial or salvaged vehicles and boats. This offer is not valid in AK, HI and U.S. dependent territories. Program restrictions apply.

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1. How To Avoid A Finance Charge.

- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in full, in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance Charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**

4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account will be assessed a late fee if two or more bills listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

- 5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- 6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

- 7. Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
- 8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington, D.C. processing center must be received on a business day by 5:00 p.m. ET. Please allow 5 business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Capital One | auto finance™

JOHN B LANDSBERRY,

***Your preferred status can take the hassle
out of financing your next car.***

Page 2 of 2

APR As Low As 4.99%

***No Prepayment
Penalties***

***No Dealer Credit
Applications***

***Financing of
Up to \$30,000***

Dear JOHN B LANDSBERRY,

Great news! As a valued Capital One® cardholder, you have been pre-selected for auto financing of up to \$30,000 with an APR As Low As 4.99%* through Capital One Auto Finance,™ our auto financing subsidiary.

If you're thinking about purchasing a new vehicle there's never been a better time.

The benefits of our preferred auto financing package include:

- An APR As Low As 4.99%
- NO prepayment penalties
- NO credit applications at the dealership

Plus, your preferred status allows you the luxury of actually walking into the dealership with your financing already in hand. The prestige of your preferred status means that **dealer credit applications and hassles over financing are a thing of the past.**

But that's not all. You can also respond to this exclusive invitation from the comfort of your home. Take advantage of this special offer by visiting us online at www.carfund.com or calling us toll free at 1-800-304-4854, Monday-Friday, 8:00 a.m.-11:00 p.m. or Saturday, 8:30 a.m.-7:00 p.m. (Eastern time). But hurry, because this offer won't last long!

Sincerely,



J. Alan Berson
Senior Vice President, Capital One®

P.S. Your **auto financing of up to \$30,000 with an APR As Low As 4.99%** awaits you. So visit www.carfund.com or call 1-800-304-4854 today!

*See reverse for additional information regarding this offer.

Reservation Number: 0028339564-04651

Have this number handy when you contact us.

**Visit us online at www.carfund.com
or call toll free at 1-800-304-4854**

Monday - Friday, 8 a.m. - 11 p.m. or
Saturday, 8:30 a.m. - 7 p.m. (Eastern time)

Capital One | auto finance™



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**IMPORTANT NOTICE:
YOUR FREE DOUBLE
INSTANT POINTS
ARE EXPIRING.**

Redeem these points now toward your favorites. See details. An expiration date is in effect. So complete this certificate and return it before the expiration date shown.

Instant Points	Points Value
12,500	\$250.00

**REDEEM THESE
POINTS BY: 6/10/04**

CapitalOne what's in your wallet?

EXPIRES: JUNE 10, 2004

REDEEM FOR:

FREE DOUBLE INSTANT POINTS

POINTS ISSUED
12,500

POINTS ISSUED: *** TWELVE THOUSAND FIVE HUNDRED POINTS ***

Instant Points
redeemable
until expiration
date

AWARDED TO:

JOHN B LANDSBERRY

MICHAEL LOEB, PROGRAM DIRECTOR, NMS
NOT REDEEMABLE FOR CASH OR CREDIT

CapitalOne

MASTERCARD ACCOUNT
5291-0716-0368-1931

MAR 10 - APR 09, 2004
Page 1 of 1

Account Summary

Previous Balance	\$2,816.65
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$19.30
New Balance	\$2,870.95
Minimum Amount Due	\$170.00
Payment Due Date	May 08, 2004
Total Credit Line	\$3,000
Total Available Credit	\$129.05
Credit Line for Cash	\$3,000
Available Credit for Cash	\$129.05

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

1	09 APR	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 04/09/2004 because your minimum payment was not received by the due date of 04/09/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$459.10	.04682%	14.90%	\$5.81
CASH	\$396.43	.04307% F	15.72%	\$5.29
SPECIAL TRANSFERS	\$1,970.43	.01342%	4.90%	\$8.20

ANNUAL PERCENTAGE RATE applied this period

8.04%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 5291071603681931 09 2870950086000170000

New Balance \$2,870.95
Minimum Amount Due \$170.00
Payment Due Date May 08, 2004
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
Email Address

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



053618



#9010167409705429# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

Instant Points
12,500Points Value
\$250.00

Redeem Your FREE Double Instant Points.

Details
below.

VKU▲

JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622
*5291071603681931

Exp. Date

X

Signature (required)
I authorize Capital One to forward this coupon on my behalf to
NMS, which includes my account number for billing purposes.

Redeem your points now toward your favorite magazines. For each title you select your account will be charged just \$5.97 for the term indicated which includes processing. While enjoying your selections and annually thereafter, you'll receive a notice. Unless you call to cancel, your selections will continue annually at the rate on the notice for the next year of issues.

Code#	Selection / Term	Points Cost	Points Required	Code#	Selection / Term	Points Cost	Points Required
562	American Heritage 10 mos.	FREE	3,000	505	Men's Journal 1/2 year	FREE	850
920	Child 9 mos.	FREE	1,100	335	Metropolitan Home 1 year	FREE	1,050
197	Computer Games Magazine 11 mos.	FREE	4,050	HEB	Money 1/2 year	FREE	1,050
888	Ebony 11 mos.	FREE	1,200	UPD	Parenting 1/2 year	FREE	550
225	Elle 8 mos.	FREE	1,100	WWS	PC World 1/2 year	FREE	1,750
470	Esquire 1/2 year	FREE	600	YB9	Popular Mechanics 1/2 year	FREE	750
190	Essence 9 mos.	FREE	1,000	YD9	Popular Science 1/2 year	FREE	850
124	Fast Company 8 mos.	FREE	1,650	ZM9	Redbook 1/2 year	FREE	450
P09	Field & Stream 1/2 year	FREE	850	605	Road & Track 1 year	FREE	2,100
PF9	Golf Magazine 1/2 year	FREE	900	XK9	Smithsonian 1/2 year	FREE	900
625	Home 10 mos.	FREE	1,250	JSC	Sports Illustrated 3 mos.	FREE	2,500
365	Inc. 7 mos.	FREE	2,400	960	Travel + Leisure 8 mos.	FREE	800
340	Kiplinger's Personal Finance Magazine 6 mos.	FREE	1,100	8MM	Working Mother 8 mos.	FREE	900

*If you wish to use a different credit card, for questions or to cancel call toll free 1-800-027-9491. Your instant points are redeemable for savings off the retail price of your selections plus the low rate shown. Allow four to ten weeks for magazines to start. If a title ceases, it will be replaced with one of equal or greater value. Cancel anytime and receive a refund for unexpired issues. Valid credit card required. Orders will be processed within thirty days of the expiration date. When you make a selection, you become our valued customer. © 2004 NewsSub Magazine Services LLC (NMS), Four High Ridge Park, Stamford, CT 06805 is the vendor and reserves the right to limit orders. Any trademarks mentioned herein are solely owned by the respective entity. NewsSub Magazine Services LLC is solely responsible for this offer and is not affiliated with Capital One. Capital One does not provide, endorse, or guarantee any product or service shown here. By responding to this offer, you may be communicating information about yourself to the company that provides this product—for example that you are a Capital One customer. © 2004 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

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b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period, your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), now transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed below that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you. If you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

g. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

h. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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Cardholder
Offer!**



5291 1603681931

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MASTERCARD ACCOUNT

APR 10 - MAY 09, 2004

5291-0716-0368-1931

Page 1 of 1

Account Summary

Previous Balance	\$2,870.95
Payments, Credits and Adjustments	\$170.00
Transactions	\$115.80
Finance Charges	\$18.57
New Balance	\$2,835.32
Minimum Amount Due	\$85.00
Payment Due Date	June 09, 2004
Total Credit Line	\$3,000
Total Available Credit	\$164.68
Credit Line for Cash	\$3,000
Available Credit for Cash	\$164.68

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	10 APR	CAPITAL ONE ONLINE ACH PAYMENT	\$170.00-
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Transactions

2	25 APR	SNAPPY'S CLEARFIELD PA	\$41.48
3	06 MAY	SNAPPY'S CLEARFIELD PA	39.21
4	06 MAY	SNAPPY'S CLEARFIELD PA	35.11

****Important Notice**** Your account terms have been adjusted as previously disclosed. All other terms and conditions remain in full force and effect.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$488.79	.04082%	14.90%	\$5.99
CASH	\$395.49	.04304% F	15.71%	\$5.11
SPECIAL TRANSFERS	\$1,856.15	.01342%	4.90%	\$7.47

ANNUAL PERCENTAGE RATE applied this period

8.24%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

00000000 0 5291071603681931 09 2835320170000085001

New Balance **\$2,835.32**
Minimum Amount Due **\$85.00**
Payment Due Date **June 09, 2004**
Total enclosed \$
Account Number: **5291-0716-0368-1931**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



058262



#9013067409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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Mention Offer Code: GARNET

Or visit www.peoplepc.com/go/garnet

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

†a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

†c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

†d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated index, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated index, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Transferring Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. If You Close Your Account, You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(Notice Of Error Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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CapitalOne

MASTERCARD ACCOUNT

MAY 10 - JUN 09, 2004

5291-0716-0368-1931

Page 1 of 2

Account Summary

Previous Balance	\$2,835.32
Payments, Credits and Adjustments	\$85.00
Transactions	\$93.13
Finance Charges	\$20.89
New Balance	\$2,864.34
Minimum Amount Due	\$85.00
Payment Due Date	July 09, 2004
Total Credit Line	\$3,000
Total Available Credit	\$135.66
Credit Line for Cash	\$3,000
Available Credit for Cash	\$135.66

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1-800-903-3637For free online account service and special customer offers, log on to:
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Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015**Payments, Credits and Adjustments**

1 25 MAY CAPITAL ONE ONLINE ACH PAYMENT \$85.00-

Transactions

2	14 MAY	CVSPHARMACY #1685 CLEARFIELD PA	\$55.92
3	05 JUN	SNAPPY'S CLEARFIELD PA	37.21

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$630.61	.04082%	14.90%	\$7.98
CASH	\$396.74	.04307% F	15.72%	\$5.30
SPECIAL TRANSFERS	\$1,828.87	.01342%	4.90%	\$7.61

ANNUAL PERCENTAGE RATE applied this period

8.61%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

00000000 0 5291071603681931 09 2864340085000085007

New Balance	\$2,864.34
Minimum Amount Due	\$85.00
Payment Due Date	July 09, 2004

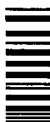
Total enclosed	\$	
Account Number:		5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 85147
Richmond, VA 23276

60509

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Personal Reservation Number for JOHN B LANDSBERRY:

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Have this number handy when you contact us.

Please call during the hours of:
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Saturday, 8:30 a.m. - 7 p.m. (ET)

Certain conditions may apply. This offer is nontransferable. Your credit history will be reviewed by Capital One Auto Finance in order to process your application and must pass scoring requirements. Applicants must be in good standing (not on credit or past due) on any other existing Capital One account. The amount of your financing will be based on credit and application criteria. Any bankruptcies must show discharged on your credit bureau report. Minimum monthly income of \$1,500 is required. Payment cannot exceed 18% of gross monthly income. Minimum down payment of \$1,000 (in cash or with a trade or manufacturer's rebate) is required. Total amount financed must be at least \$10,000. Loan-to-value restrictions apply. You must be at least 18 years of age. Applicants must have a valid street address within the United States at the time of contract. APO, FPO and P.O. Box addresses are not eligible for this offer. Vehicle must be owned and maintained in the United States. Offer is valid for all models (1999 and newer) excluding Kia, Suzuki, Oldsmobile, Mitsubishi, DeWoo and discontinued vehicle lines. Term/leverage restrictions apply—see approval package for details. This offer is not valid for motorcycles, mobile homes, RVs, commercial or salvaged vehicles and boats. This offer is not valid in AK, HI and U.S.-dependent territories. Program restrictions apply.
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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transactions. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases)

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code M appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR)

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(in Case Of Error Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. † 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 contact the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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2-456

605695

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your remittance is received in our office by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Enjoy greater **flexibility** with the attached Capital One® Purchase Checks!

Purchase Checks* make every purchase more convenient with easy account access and no transaction fee.

Plus —

- Make purchases where credit cards are not accepted
- Pay off higher-interest-rate balances directly
- Access your account anytime, anywhere
- Use just like personal checks

No matter how you use them, you're sure to enjoy the added convenience of Purchase Checks. But, hurry — they expire July 31, 2004. Use yours today!



Capital One®
what's in your wallet?™

* Important information regarding your Capital One Purchase Checks: The attached checks will be treated as purchases according to the terms of your Customer Agreement and any amendments to it but may not qualify for any reward programs. The attached checks are subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your Account, and the check may not be processed if your Account is restricted in any way, past due or in collections at the time it is processed. If the credit is unavailable or your Account is not current, as stated, your check will be returned unpaid and you may be assessed a returned check fee. These checks cannot be used to pay down or pay off any Capital One Account. Cashing these checks will qualify as using your Account. All other Account terms and conditions remain in full force and effect.

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JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

CAPITAL ONE PURCHASE CHECK

Date _____

10555

Page 2 of 2

Expires July 31, 2004

68-677/510
201180
04889

VOID

Pay to the order of

JOHN LANDSBERRY

\$ 200.00

Two Hundred and 00/100

Dollars

Capital One®
Richmond, VA

Memo _____

Cardholder
Signature _____

⑈ 10555⑈ ⑆ 051006778⑆ 8651603681931⑈

JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

CAPITAL ONE PURCHASE CHECK

Date _____

10556

68-677/510
201180
04889

Expires July 31, 2004

VOID

Pay to the order of

\$

Dollars

Capital One®
Richmond, VA

Memo _____

Cardholder
Signature _____

⑈ 10556⑈ ⑆ 051006778⑆ 8651603681931⑈

JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

CAPITAL ONE PURCHASE CHECK

Date _____

10557

68-677/510
201180
04889

Expires July 31, 2004

VOID

Pay to the order of

\$

Dollars

Capital One®
Richmond, VA

Memo _____

Cardholder
Signature _____

⑈ 10557⑈ ⑆ 051006778⑆ 8651603681931⑈

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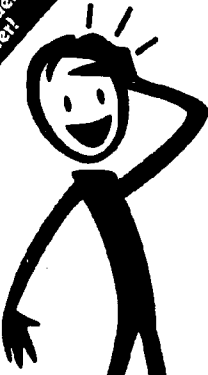
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\$4.97*

a month;
\$9.95/mo. thereafter

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Or visit www.peoplepc.com/go/coral

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Capital One

MASTERCARD ACCOUNT
5291-0716-0368-1931

JUN 10 - JUL 09, 2004
Page 1 of 1

Account Summary

Previous Balance	\$2,864.34
Payments, Credits and Adjustments	\$85.00
Transactions	\$0.00
Finance Charges	\$20.31
New Balance	\$2,799.65
Minimum Amount Due	\$83.00
Payment Due Date	August 09, 2004
Total Credit Line	\$3,000
Total Available Credit	\$200.35
Credit Line for Cash	\$3,000
Available Credit for Cash	\$200.35

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	15 JUN CAPITAL ONE ONLINE ACH PAYMENT	\$85.00-
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Capital One is proud to support The Heart of America® Foundation, helping children learn to read, succeed, and make a difference in the world. In 2003, we gathered nearly \$1 million worth of books for children in need. To learn more about how you can help a child make reading a lifelong passion, visit www.heartofamerica.org.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$667.81	.04082%	14.90%	\$8.18
CASH	\$395.25	.04321% F	15.77%	\$5.12
SPECIAL TRANSFERS	\$1,740.27	.01342%	4.90%	\$7.01

ANNUAL PERCENTAGE RATE applied this period 8.81%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

00000000 0 5291071603681931 09 2799650085000083001

New Balance \$2,799.65
Minimum Amount Due \$83.00
Payment Due Date August 09, 2004
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
E-mail Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



057602



#9019267409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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Mention Offer Code: CORAL
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Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Thawing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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57602S

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\$4.97*
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- Smart Dialer
- Phisher Security
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One

MASTERCARD ACCOUNT
5291-0716-0368-1931

JUL 10 - AUG 09, 2004
Page 1 of 1

Account Summary

Previous Balance	\$2,799.65
Payments, Credits and Adjustments	\$83.00
Transactions	\$0.00
Finance Charges	\$21.07
New Balance	\$2,737.72
Minimum Amount Due	\$82.00
Payment Due Date	September 09, 2004
Total Credit Line	\$3,000
Total Available Credit	\$262.28
Credit Line for Cash	\$3,000
Available Credit for Cash	\$262.28

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	03 AUG	CAPITAL ONE ONLINE ACH PAYMENT	\$83.00
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Capital One proudly supports the National Youth Anti-Drug Media Campaign. PARENTS. THE ANTI-DRUG. Stay Involved - Ask Questions. To get the FREE booklet, "Keeping Your Kids Drug-Free," call 1-800-788-2800 or visit www.TheAntiDrug.com

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$672.21	.04082%	14.90%	\$8.51
CASH	\$398.00	.04378% F	15.98%	\$5.40
SPECIAL TRANSFERS	\$1,720.91	.01342%	4.90%	\$7.16

ANNUAL PERCENTAGE RATE applied this period 8.89%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291071603681931 09 2737720083000082000

New Balance \$2,737.72
Minimum Amount Due \$82.00
Payment Due Date September 09, 2004

Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



059695

#9022367409705421# MAIL ID NUMBER
JOHN B. LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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JOHN B LANDSBERRY

1219 BASHTOWN RD.

WOOD LAKE, IL 60086

508-677-1207

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*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

For questions, call toll-free at 1-877-778-1207.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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2-4678

1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repeated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. † 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use stamps, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

JOHN B LANDSBERRY, Opportunities to save like this don't come along very often ...



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For more details, turn over or read
the additional enclosed information.



CapitalOne

MASTERCARD ACCOUNT
5291-0716-0368-1931

AUG 10 - SEP 09, 2004
Page 1 of 2

Account Summary

Previous Balance	\$2,737.72
Payments, Credits and Adjustments	\$82.00
Transactions	\$0.00
Finance Charges	\$20.81
New Balance	\$2,676.53
Minimum Amount Due	\$80.00
Payment Due Date	October 09, 2004
Total Credit Line	\$3,000
Total Available Credit	\$323.47
Credit Line for Cash	\$3,000
Available Credit for Cash	\$323.47

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Are you registered to vote in this year's general election? It's not too late! There's still time to register, so go for it. Your vote can make a difference this November. Call or visit your local voters' registration office or go to www.everyvotecounts2004.com to make sure your voice is heard. Every vote counts!

Payments, Credits and Adjustments

1 02 SEP CAPITAL ONE ONLINE ACH PAYMENT \$82.00-

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$668.18	.04082%	14.90%	\$8.46
CASH	\$395.51	.04427% F	16.16%	\$5.43
SPECIAL TRANSFERS	\$1,662.94	.01342%	4.90%	\$6.92

ANNUAL PERCENTAGE RATE applied this period

8.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

00000000 0 5291071603681931 09 2676530082000080009

New Balance \$2,676.53
Minimum Amount Due \$80.00
Payment Due Date October 09, 2004
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



#9025467409705426# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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- Quick, no-hassle service



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03R05 0 0100
2-45678-10--

1. How To Avoid A Finance Charge.

- Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."
- Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
- Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicoid Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account center fee address (ET, more than two of the fees listed here that occur during any billing period). Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Transferring Your Account.

If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account.

You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account.

Your card or account cannot be used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance and (2) you mail it by 5:00 p.m. (ET) on the business day for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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home equity loan or mortgage
- And more!

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Page 2 of 2

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Whatever loans you have, we'll work with you to find the right solution for your unique financial situation ... so you can save money anywhere and everywhere you can!

How does SmartRefi work?

It's simple. Capital One uses an interactive tool called Savings FinderSM to sort through your savings options and customize a solution that could save you time and money. Call and speak with a knowledgeable consultant or try it out yourself when you visit us at www.smartrefi.capitalone.com.

Remember, the sooner you contact us, the sooner you could start saving.

So don't miss out on this fast, easy and smart way to save money. Call toll free 1-877-324-REFI (7334) or visit us at www.smartrefi.capitalone.com today.

Sincerely,

Pat W. Johnston

Pat W. Johnston
Senior Vice President, Capital One

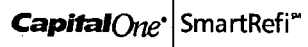
P.S. Call or go online today to start saving by refinancing any loan at a lower rate. See how SmartRefi can work for you — call toll free 1-877-324-REFI (7334) or visit us at www.smartrefi.capitalone.com.

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MASTERCARD ACCOUNT
5291-0716-0368-1931

SEP 10 - OCT 09, 2004
Page 1 of 2

Account Summary

Previous Balance	\$2,676.53
Payments, Credits and Adjustments	\$80.00
Transactions	\$198.19
Finance Charges	\$22.41
New Balance	\$2,817.13
Minimum Amount Due	\$84.00
Payment Due Date	November 09, 2004
Total Credit Line	\$3,000
Total Available Credit	\$182.87
Credit Line for Cash	\$3,000
Available Credit for Cash	\$182.87

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1 05 OCT CAPITAL ONE ONLINE ACH PAYMENT \$80.00

Transactions

2 09 SEP CVS PHARMACY #1685 Q03 CLEARFIELD PA \$198.19

Important Account Information

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$867.96	.04082%	14.90%	\$10.63
CASH	\$396.02	.04468% F	16.31%	\$5.31
SPECIAL TRANSFERS	\$1,608.24	.01342%	4.90%	\$6.47

ANNUAL PERCENTAGE RATE applied this period 9.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

00000000 0 5291071603681931 09 2817130080000084006

New Balance \$2,817.13
Minimum Amount Due \$84.00
Payment Due Date November 09, 2004
Total enclosed \$
Account Number: 5291-0716-0368-1931

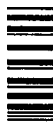
Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



062266



#9028467409705423# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



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09R05 0 0100
2-45-76

1. How To Avoid A Finance Charge.
 - a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
 - b. Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.
2. Average Daily Balance (Including New Purchases).
 - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

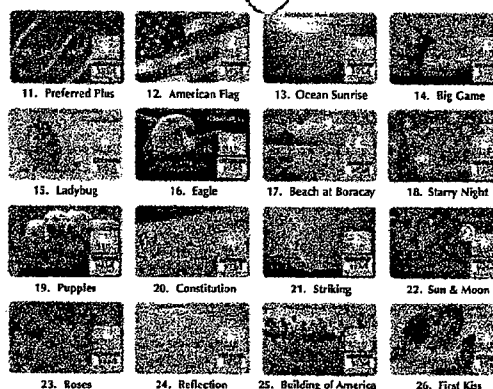
- periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. Annual Percentage Rates (APR).
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period. If you Close Your Account, You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

- your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
 7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.
 8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- BILLING RIGHTS SUMMARY**
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and a brief explanation. If possible, or why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
- 4.† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † Does not apply to consumer non-credit card accounts
‡ Does not apply to business non-credit card accounts
- Capital One supports information privacy protection: see our website at www.capitalone.com.
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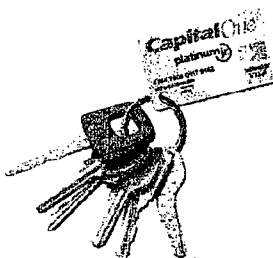
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

To accept the offer below, simply call
1-800-CAPITAL or visit www.getmycard.com.
When you reply, you can even choose
your favorite card design.



- *0% Intro APR on purchases*
- *Up to \$1,000 credit line*
- *No Hassle Purchase Program benefits*
- *Platinum Jr. for your keychain*



Please see the back of the letter for Important Disclosures on rate, fee and other cost information.

Page 2 of 2

As a Preferred Plus customer, you are Pre-Approved for an additional credit card offer—a Capital One® Preferred Plus Visa® Platinum card with a credit line up to \$1,000. * You can choose your favorite card from the 16 designs above. Plus, you'll also receive a Platinum Jr. for your keychain!

Enjoy added buying power—with a 0% introductory APR on purchases!

Whether you're shopping on the Internet, reserving a hotel room or simply buying groceries, you'll save on interest. That's because this card comes with a low 0% APR on purchases until March 2005. After that, you'll keep saving with a variable rate currently equal to a low 14.99%.

Enjoy the convenience of Platinum Jr.

Platinum Jr. shares the same account features and terms as this new Preferred Plus card ... it's just smaller! Platinum Jr. is perfect for when you're on the go, because you can attach it to your keychain and enjoy instant access to your account anywhere you can swipe it, no matter where you are.

Enjoy the benefits of a Visa Platinum card—with worry-free shopping!

As a Preferred Plus cardholder, the eligible purchases you make with this new card are protected by our No Hassle Purchase Program.SM*** This exclusive package of services provides you with return services, refunds if you find lower prices after purchasing eligible items, and replacement insurance on qualified purchases. Plus, you'll have unlimited access to our 24-hour shopping assistance center.

Respond today!

It's easy to request your new card. Simply call us toll free at 1-800-CAPITAL (227-4825). Or, reply online at www.getmycard.com. That way you could get a response and immediate access to a portion of your credit line in as little as 60 seconds and use your new account to make purchases online or over the phone today!

Remember, when you reply, be sure to choose your favorite card design. We hope you take the opportunity to enjoy the added benefits this Preferred Plus Visa provides. It's our way of thanking you for being a valued customer.

Sincerely,

P. Taylor Janison

P. Taylor Jamison, Director of Accounts

P.S. Don't miss this opportunity to get your Pre-Approved Preferred Plus Visa Platinum card and Platinum Jr. — with a 0% intro APR on purchases and a credit line up to \$1,000!

****See the reverse for details about the No Hassle Purchase Program.**

Aproveche esta oferta. Para hacer su solicitud, llame gratis a nuestra línea automatizada al 1-800-227-4825 (en inglés solamente). Si tiene alguna pregunta sobre esta oferta, por favor, llámenos gratis al 1-800-462-0118 para recibir asistencia en español o en inglés.

RECORD YOUR NEW PLATINUM CARD NUMBER HERE

REPLY ONLINE AND YOU COULD RECEIVE YOUR
ACCOUNT NUMBER *IN AS LITTLE AS 60 SECONDS!*

ACCOUNT NUMBER:**EXP. DATE:**

RESERVATION# 8766189985227

ACCESS CODE 089656

There are 2 ways
to reply.



ONLINE
Visit us online
at
www.getmycard.com



PHONE
Call us toll free at
1-800-CAPITAL
(227-4825)

IMPORTANT DISCLOSURES

ANNUAL PERCENTAGE RATE (APR) for purchases ^o	0.0% fixed (0.00000% daily periodic rate) through your March 2005 billing period. After that, 14.9% (0.04082% daily periodic rate).
Other APRs	Cash advance APR: 19.99% (0.05477% daily periodic rate). Transfer APR: 14.9% (0.04082% daily periodic rate). ^v Default APR: Up to 24.99% (0.06847% daily periodic rate). See explanation below. ^o
Variable rate information	Your purchase, cash advance, transfer, and default APRs may vary quarterly. The purchase and transfer APRs will be determined by adding 10.9% to the Prime rate. The cash advance APR will be determined by adding 15.99% to the Prime rate. The default APR will be determined by adding up to 20.99% to the Prime rate. Rate in effect 7/1/04.
Grace period for repayment of the balance for purchases	25 days from the date of the periodic statement on new purchases (provided you have paid your previous balance in full by the due date).
Method of computing the balance for purchases	Average daily balance (including new purchases).
Membership fee	\$29 annually.
Minimum finance charge	For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.
Miscellaneous fees	Cash advance fee: 3% of amount of the cash advance, but not less than \$5. Late payment fee: \$29 if your balance at the time the late payment fee is assessed is less than \$1,000. If your balance at that time is greater than or equal to \$1,000, fees for late payments will be \$35. Over-the-credit-limit fee: \$29. Transfer fee: None.

Returned check fee: \$29.

◊ If your account is two or more days past due, all rates may change to the Default APR. Factors considered in determining your Default APR will include the existence, seriousness and timing of the delinquency, as well as your current rates. Rates may change as early as the beginning of the billing period in which the condition occurred, but no later than the following two billing periods. If your rate changes to a Default APR after your introductory rate expires, we may review your account for a possible APR decrease if we receive your minimum monthly payment on time for the next six consecutive billing periods. At the time your rates are changed, if not already applicable to your account, your minimum payment will increase to 3% of your outstanding balance or \$15, whichever is greater. If your balance is less than \$15, your minimum payment will equal your balance amount.

* The Prime rate used to determine your APR is the rate published in the "Money Rates" section of *The Wall Street Journal* on the 25th day of December, March, June and September, or if not published on that date, then as published on the immediately preceding publication date and will take effect on the first day of your January, April, July and October billing periods. If the periodic rate(s) and corresponding annual percentage rate(s) increase, the finance charge will increase and your minimum payment may be greater.

Minimum Payment: Your minimum payment will be the greater of 3% of your outstanding balance or \$15. If your balance is less than \$15, your minimum payment will equal your balance amount.

♦ The minimum credit line is \$300.

^vUnless otherwise notified, all balances transferred on or before April 1, 2005, will receive the Transfer APR described above and will be posted to the Special Transfer segment of your account. Transfers that post to your account after April 1, 2005, will be treated as Balance Transfers, will receive the same rate as purchases and will be posted to the Purchase segment of your account.

Payments will first be applied to finance charges and fees, next, to the fixed payment amount on your Special Transfer or Special Purchase segment (if applicable), then, to each segment of your account in order of lowest to highest APRs. Lastly, any remaining payment will be allocated to promotional balances (if applicable).

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No Hassle Purchase Program

1. Guaranteed Low Price

Refunds limited to only purchase price of eligible item up to \$250 and total of \$1,000 per account annually. Refunds must be requested within 60 days from original purchase date and will only be given for items purchased in the United States with this card for up to 3 identical items. Other restrictions apply. Further details will be provided with your card.

2. Purchase Refund

Refunds limited to only purchase price of eligible item up to \$250 and total of \$1,000 per account annually. Refunds must be requested within 90 days from original purchase date and will only be given for items purchased in the United States with this card. Refunds only available for items with original packaging which are in good condition and working order. Other restrictions apply. Further details will be provided with your card.

3. Replacement Insurance

Coverage for replacement insurance is limited to eligible purchases in amounts of \$1,000 per occurrence and \$50,000 per year. Request must be made within 90 days from original purchase date [and will only be given for items purchased in the United States with this card]. Coverage is limited to lesser of actual purchase amount charged to card or actual cost to repair or replace with an item of like kind and quality. Coverage is in excess of any other applicable insurance cardholder or gift recipient has. Other restrictions apply. Further details will be provided with your card.

4. CompleteAssistanttm

More details will be provided with your card on how to access the 24-hour assistant center.

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Features!**

peoplepc™ online
A better way to Internet.



\$4.97
a month for
a month's
FREE Accelerator
for the first 12 months* - a \$90 value!

Surf up to
5x faster with
FREE Accelerator
for the first 12 months* - a \$90 value!



**SIGN UP
TODAY!**

1-888-587-9669

Mention Offer Code: DOLLAR
Visit www.peoplepc.com/go/dollar

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- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

SPECIAL LIMITED-TIME OFFER FOR CAPITAL ONE® CARDHOLDERS!

CapitalOne

MASTERCARD ACCOUNT

5291-0716-0368-1931

NOV 10 - DEC 09, 2004

Page 1 of 2

Account Summary

Previous Balance	\$2,872.66
Payments, Credits and Adjustments	\$86.00
Transactions	\$87.44
Finance Charges	\$36.26
New Balance	\$2,910.36
Minimum Amount Due	\$87.00
Payment Due Date	January 08, 2005
Total Credit Line	\$3,000
Total Available Credit	\$89.64
Credit Line for Cash	\$3,000
Available Credit for Cash	\$89.64

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

Payments, Credits and Adjustments

1 09 DEC CAPITAL ONE ONLINE ACH PAYMENT \$86.00-

Transactions

2 01 DEC RP SUPPLY PHILIPSBURG PA \$87.44

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$937.89	.04082%	14.90%	\$11.49
CASH	\$395.64	.04570% F	16.68%	\$5.42
SPECIAL TRANSFERS	\$1,579.87	.04082%	14.90%	\$19.35

ANNUAL PERCENTAGE RATE applied this period

15.14%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

00000000 0 5291071603681931 09 2910360086000087006

New Balance \$2,910.36
Minimum Amount Due \$87.00
Payment Due Date January 08, 2005
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



#9034567409705422# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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TODAY!**

1-888-587-9669

Mention Offer Code: DOLLAR

Visit www.peoplepc.com/go/dollar

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases; new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

† c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full for (if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed against your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or service 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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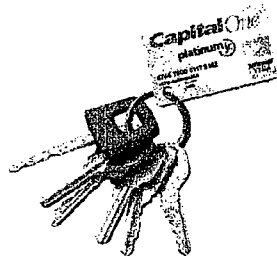
Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed envelope and (2) your payment is received by 3 p.m. ET (12 noon PT), five business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other form.

To accept the offer below, simply call 1-800-CAPITAL
or visit www.getmycard.com before January 15, 2005.

WHEN YOU REPLY, YOU CAN EVEN CHOOSE YOUR FAVORITE CARD DESIGN.

- | | | | |
|---|--|--|--|
| ☐ 11. Preferred Plus | ☐ 12. American Flag | ☐ 13. Ocean Sunrise | ☐ 14. Big Game (Moose) |
| ☐ 15. Ladybug | ☐ 16. Eagle | ☐ 17. Beach at Boracay | ☐ 18. Starry Night (Van Gogh) |
| ☐ 19. Puppies | ☐ 20. Constitution | ☐ 21. Striking | ☐ 22. Sun & Moon |
| ☐ 23. Roses | ☐ 24. Reflection | ☐ 25. Building of America | ☐ 26. First Kiss (Bougeureau) |

- *0% Intro APR on purchases*
- *Up to \$1,000 credit line*
- *No Hassle Purchase Program benefits*
- *Platinum Jr. for your keychain*



584685

Page 2 of 2

As a Preferred Plus customer, you are Pre-Approved for an additional credit card offer—a Capital One® Preferred Plus Visa® Platinum card with a credit line up to \$1,000. * You can choose your favorite card from the 16 choices above. Plus, you'll also receive a Platinum Jr.™ for your keychain!

Enjoy added buying power—with a 0% introductory APR on purchases!

Whether you're shopping on the Internet, reserving a hotel room or simply buying groceries, you'll save on interest. That's because this card comes with a low 0% APR on purchases until May 2005. After that, you'll keep saving with a variable rate currently equal to a low 14.9%.

Enjoy the convenience of Platinum Jr.

Platinum Jr. shares the same account features and terms as this new Preferred Plus card ... it's just smaller! Platinum Jr. is perfect for when you're on the go, because you can attach it to your keychain and enjoy instant access to your account anywhere you can swipe it, no matter where you are.

Enjoy the benefits of a Visa Platinum card—with worry-free shopping!

As a Preferred Plus cardholder, the eligible purchases you make with this new card are protected by our No Hassle Purchase Program.SM This exclusive package of services provides you with return services, refunds if you find lower prices after purchasing eligible items, and replacement insurance on qualified purchases. Plus, you'll have unlimited access to our 24-hour shopping assistance center.

Respond today!

It's easy to request your new card. Simply call us toll free at 1-800-CAPITAL (227-4825). Or, reply online at www.getmycard.com. That way you could get a response in as little as 60 seconds and access to a portion of your credit line and use your new account to make purchases online or over the phone today!

Remember, when you reply, be sure to choose your favorite card design. We hope you take the opportunity to enjoy the added benefits this Preferred Plus Visa provides. It's our way of thanking you for being a valued customer.

Sincerely,

P. Taylor Jamison

P. Taylor Jamison, Director of Accounts

P.S. Don't miss this opportunity to get your Pre-Approved Preferred Plus Visa Platinum card and Platinum Jr.— with a 0% intro APR on purchases and a credit line up to \$1,000!

****See the reverse for details about the No Hassle Purchase Program.**

Aproveche esta oferta. Para hacer su solicitud, llame gratis a nuestra línea automatizada al 1-800-227-4825 (en inglés solamente). Si tiene alguna pregunta sobre esta oferta, por favor, llámenos gratis al 1-800-462-0118 para recibir asistencia en español o en inglés.

RECORD YOUR NEW PLATINUM CARD NUMBER HERE

REPLY ONLINE AND YOU COULD RECEIVE A RESPONSE
IN AS LITTLE AS 60 SECONDS!

ACCOUNT NUMBER:**EXP. DATE:**

RESERVATION# 8859197194948

ACCESS CODE 360057

There are 2 ways
to reply.



ONLINE
Visit us online
at
www.getmycard.com



PHONE
Call us toll free at
1-800-CAPITAL
(227-4825)

IMPORTANT DISCLOSURES

ANNUAL PERCENTAGE RATE (APR) for purchases ^o	0.0% fixed (0.00000% daily periodic rate) through your May 2005 billing period. After that, 14.9% (0.04082% daily periodic rate).
Other APRs	Cash advance APR: 19.99% (0.05477% daily periodic rate). Transfer APR: 14.9% (0.04082% daily periodic rate). ^v Default APR: Up to 25.74% (0.07052% daily periodic rate). See explanation below. ^o
Variable rate information	Your purchase, cash advance, transfer, and default APRs may vary quarterly. The purchase and transfer APRs will be determined by adding 10.15% to the Prime rate. The cash advance APR will be determined by adding 15.24% to the Prime rate. The default APR will be determined by adding up to 20.99% to the Prime rate.* Rate in effect 10/1/04.
Grace period for repayment of the balance for purchases Method of computing the balance for purchases	25 days from the date of the periodic statement on new purchases (provided you have paid your previous balance in full by the due date) Average daily balance (including new purchases).
Membership fee	\$29 annually.
Minimum finance charge	For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.
Miscellaneous fees	Cash advance fee: 3% of amount of the cash advance, but not less than \$5. Late payment fee: \$29 if your balance at the time the late payment fee is assessed is less than \$1,000. If your balance at that time is greater than or equal to \$1,000, fees for late payments will be \$35. Over-the-credit-limit fee: \$29. Transfer fee: None.

Returned check fee: \$29.

◊ If your account is two or more days past due, all rates may change to the Default APR. Factors considered in determining your Default APR will include the existence, seriousness and timing of the delinquency, as well as your current rates. Rates may change as early as the beginning of the billing period in which the condition occurred, but no later than the following two billing periods. If your rate changes to a Default APR after your introductory rate expires, we may review your account for a possible APR decrease if we receive your minimum monthly payment on time for the next six consecutive billing periods. At the time your rates are changed, if not already applicable to your account, your minimum payment will increase to 3% of your outstanding balance or \$15, whichever is greater. If your balance is less than \$15, your minimum payment will equal your balance amount.

* The Prime rate used to determine your APR is the rate published in the "Money Rates" section of *The Wall Street Journal* on the 25th day of December, March, June and September, or if not published on that date, then as published on the immediately preceding publication date and will take effect on the first day of your January, April, July and October billing periods. If the periodic rate(s) and corresponding annual percentage rate(s) increase, the finance charge will increase and your minimum payment may be greater.

^v Unless otherwise notified, all balances transferred on or before June 1, 2005, will receive the Transfer APR described above and will be posted to the Special Transfer segment of your account. Transfers that post to your account after June 1, 2005, will be treated as Balance Transfers, will receive the same rate as purchases and will be posted to the Purchase segment of your account.

Payments will first be applied to finance charges and fees, next, to the fixed payment amount on your Special Transfer or Special Purchase segment (if applicable), then, to each segment of your account in order of lowest to highest APRs. Lastly, any remaining payment will be allocated to promotional balances (if applicable).

Minimum Payment: Your minimum payment will be the greater of 3% of your outstanding balance or \$15. If your balance is less than \$15, your minimum payment will equal your balance amount.

• The minimum credit line is \$300.

No Hassle Purchase Program

1. Guaranteed Low Price

Refunds limited to only purchase price of eligible item up to \$250 and total of \$1,000 per account annually. Refunds must be requested within 60 days from original purchase date and will only be given for items purchased in the United States with this card for up to 3 identical items. Other restrictions apply. Further details will be provided with your card.

2. Purchase Refund

Refunds limited to only purchase price of eligible item up to \$250 and total of \$1,000 per account annually. Refunds must be requested within 90 days from original purchase date and will only be given for items purchased in the United States with this card. Refunds only available for items with original packaging which are in good condition and working order. Other restrictions apply. Further details will be provided with your card.

3. Replacement Insurance

Coverage for replacement insurance is limited to eligible purchases in amounts of \$1,000 per occurrence and \$50,000 per year. Request must be made within 90 days from original purchase date (and will only be given for items purchased in the United States with this card). Coverage is limited to lesser of actual purchase amount charged to card or actual cost to repair or replace with an item of like kind and quality. Coverage is in excess of any other applicable insurance cardholder or gift recipient has. Other restrictions apply. Further details will be provided with your card.

4. CompleteAssistant™

More details will be provided with your card on how to access the 24-hour assistant center.

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- Internet Call Waiting

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Capital One®

MASTERCARD ACCOUNT
5291-0716-0368-1931

DEC 10, 2004 - JAN 09, 2005
Page 1 of 1

Account Summary

Previous Balance	\$2,910.36
Payments, Credits and Adjustments	\$87.00
Transactions	\$0.00
Finance Charges	\$37.50
New Balance	\$2,860.86
Minimum Amount Due	\$85.00
Payment Due Date	February 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$139.14
Credit Line for Cash	\$3,000
Available Credit for Cash	\$139.14

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85015
P.O. Box 85147 Richmond, VA 23285-5015
Richmond, VA 23276

Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

Payments, Credits and Adjustments

1	03 JAN	CAPITAL ONE ONLINE ACH PAYMENT	\$87.00-
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Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$997.90	.04082%	14.90%	\$12.63
CASH	\$394.92	.04644% F	16.95%	\$45.69
SPECIAL TRANSFERS	\$1,516.08	.04082%	14.90%	\$19.18

ANNUAL PERCENTAGE RATE applied this period 15.18%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

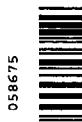
00000000 0 5291071603681931 09 2860860087000085006

New Balance \$2,860.86
Minimum Amount Due \$85.00
Payment Due Date February 09, 2005
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

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P.O. Box 85147
Richmond, VA 23276



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†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

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000005 0 0100
587969
254657

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Avoiding Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be added to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that date that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code L or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repaid Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Transferring Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error (if an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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OTL0BAK

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use stamps, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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or apply online at www.capitalonemortgage.com

Your Reservation Number: 6402 046 696 2824



MASTERCARD ACCOUNT
5291-0716-0368-1931

JAN 10 - FEB 09, 2005
Page 1 of 1

Account Summary

Previous Balance	\$2,860.86
Payments, Credits and Adjustments	\$85.00
Transactions	\$0.00
Finance Charges	\$36.93
New Balance	\$2,812.79
Minimum Amount Due	\$84.00
Payment Due Date	March 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$187.21
Credit Line for Cash	\$3,000
Available Credit for Cash	\$187.21

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85147
Richmond, VA 23276

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	04 FEB	CAPITAL ONE ONLINE ACH PAYMENT	\$85.00
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Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,000.12	.04082%	14.90%	\$12.66
CASH	\$395.94	.04663% F	17.02%	\$5.72
SPECIAL TRANSFERS	\$1,466.25	.04082%	14.90%	\$18.55

ANNUAL PERCENTAGE RATE applied this period 15.19%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



00000000 0 5291071603681931 09 2812790085000084007

New Balance \$2,812.79
Minimum Amount Due \$84.00
Payment Due Date March 09, 2005
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
E-mail Address @

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



115150



#9004167409705427# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



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0905 0100
31118
24000

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchases, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchases or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized; finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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Mon-Fri 8 a.m.-9 p.m. ET Sat 8 a.m.-5 p.m. ET
or apply online at www.capitalonemortgage.com

Your Reservation Number: 6403 036 789 3567



Capital One®

MASTERCARD ACCOUNT
5291-0716-0368-1931

FEB 10 - MAR 09, 2005
Page 1 of 1

Account Summary

Previous Balance	\$2,812.79
Payments, Credits and Adjustments	\$84.00
Transactions	\$31.18
Finance Charges	\$33.03
New Balance	\$2,793.00
Minimum Amount Due	\$83.00
Payment Due Date	April 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$207.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$207.00

Payments, Credits and Adjustments

1	08 MAR	CAPITAL ONE ONLINE ACH PAYMENT	\$84.00-
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Transactions

2	05 MAR	TRACTOR-SUPPLY-CO #068 CLEARFIELD PA	\$31.18
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At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Please review the important information enclosed with your statement and keep a copy for your records.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,006.27	.04082%	14.90%	\$11.50
CASH	\$396.22	.04718% F	17.22%	\$5.23
SPECIAL TRANSFERS	\$1,425.75	.04082%	14.90%	\$16.30

ANNUAL PERCENTAGE RATE applied this period 15.22%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 5291071603681931 09 2793000084000083006

New Balance \$2,793.00
Minimum Amount Due \$83.00
Payment Due Date April 09, 2005
Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

058300

#9006967409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

This is not a commitment to lend. The loan offered here is a product of Capital One, F.S.B.

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08R06 0 0100
563005
23456

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Terminating Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you canceled your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† Special Rule For Credit Card Purchases

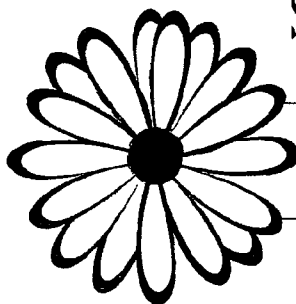
If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.



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Save this code! Offer good all year long!

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Capital One

MASTERCARD ACCOUNT

MAR 10 - APR 09, 2005

5291-0716-0368-1931

Page 1 of 1

Account Summary

Previous Balance	\$2,793.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$164.20
Finance Charges	\$37.83
New Balance	\$2,995.03
Minimum Amount Due	\$172.00
Payment Due Date	May 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$4.97
Credit Line for Cash	\$3,000
Available Credit for Cash	\$4.97

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

1	14 MAR	VERIZON WRLS MORRISTOWN NJ	\$93.80
2	14 MAR	VERIZON WRLS MORRISTOWN NJ	35.40
3	09 APR	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 04/09/2005 because your minimum payment was not received by the due date of 04/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,145.13	.04082%	14.90%	\$14.49
CASH	\$396.22	.04759% F	17.37%	\$5.85
SPECIAL TRANSFERS	\$1,382.34	.04082%	14.90%	\$17.49

ANNUAL PERCENTAGE RATE applied this period

15.23%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291071603681931 09 2995030084000172001

New Balance	\$2,995.03
Minimum Amount Due	\$172.00
Payment Due Date	May 09, 2005

Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216



#9010067409705421# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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- The finest selection of flowers, plants, gift baskets,
plush toys, gourmet foods and more
- Gifts exclusively designed for 1-800-FLOWERS.COM®
by leading brands you trust.

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you use Promotion Code **CAP66**

Save this code! Offer good all year long!

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or Click www.1800flowers.com today!

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delivery rules and times. Items can be ordered online and by phone only. Offers cannot be combined, may not
be available on all products and are subject to restrictions, limitations and blackout periods. Offer valid
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product or service shown here. By responding to this offer, you may be communicating information about
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1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of
25 days without finance charge on new purchases, new
balance transfers, new special purchases and new other
charges if you pay your total "New Balance", in
accordance with the Important Notice for payments below,
and in time for it to be credited by your next statement
closing date. There is no grace period on cash advances
and special transfers. In addition, there is no grace period
on any transaction if you do not pay the total "New
Balance".

b. **Assessing Finance Charge.** Transactions which are not
subject to a grace period are assessed finance charge 1)
from the date of the transaction or 2) from the date the
transaction is processed to your Account or 3) from the
first calendar day of the current billing period. Additionally,
if you did not pay the "New Balance" from the previous
billing period in full, finance charges continue to accrue to
your unpaid balance until the unpaid balance is paid in full.
This means that you may still owe finance charges, even if
you pay the entire New Balance indicated on the front of
your statement by the next statement closing date, but did
not do so for the previous month. Unpaid finance charges
are added to the applicable segment of your Account.

† c. **Minimum Finance Charge.** For each billing period that
your account is subject to a finance charge, a minimum
total FINANCE CHARGE of \$0.50 will be imposed. If the
total finance charge resulting from the application of your
periodic rate(s) is less than \$0.50, we will subtract that
amount from the \$0.50 minimum and the difference will be
billed to the purchase segment of your account.

† d. **Temporary Reduction in Finance Charge.** We reserve the
right to not assess any or all finance charges for any given
billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily
balance of each segment of your account (e.g., cash
advance, purchase, special transfer, and special purchase)
by the corresponding daily periodic rate(s) that has been
previously disclosed to you. At the end of each day during
the billing period, we apply the daily periodic rate for each
segment of your account to the daily balance of each
segment. Then at the end of the billing period, we add up
the results of these daily calculations to arrive at your
periodic finance charge for each segment. We add up the
results from each segment to arrive at the total periodic
finance charge for your account. To get the daily balance
for each segment of your account, we take the beginning
balance for each segment and add any new transactions
and any periodic finance charge calculated on the previous
day's balance for that segment. We then subtract any
payments or credits posted as of that day that are allocated
to that segment. This gives us the separate daily balance
for each segment of your account. However, if you paid the
New Balance shown on your previous statement in full (or
if your new balance was zero or a credit amount), new
transactions which post to your purchase or special
purchase segments are not added to the daily balances. We
calculate the average daily balance by adding all the daily
balances together and dividing the sum by the number of
the days in the current billing cycle. To calculate your total
finance charge, multiply your average daily balance by the
daily periodic rate and by the number of days in the billing
period. Due to rounding on a daily basis, there may be a
slight variance between this calculation and the amount of
finance charge actually assessed.

b. If the code Z or N appears on the front of this statement
next to "Balance Rate Applied To," we multiply the
average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the
billing period covered by this statement, we take the
beginning balance of each segment each day, add any new
transactions to each segment, and subtract any payments
or credits. (If the code N appears on the front of this
statement next to "Balance Rate Applied To," we also
subtract any unpaid finance charge included in the balance
of each segment.) This gives us the daily balance of each
segment. Then, we add up all the daily balances for each
segment for the billing period and divide by the total
number of days in the billing period. This gives us the
average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as
"APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of
Deposit), or S (Bankcard Prime) appears on the front of
this statement next to the periodic rate(s), the periodic
rates and corresponding ANNUAL PERCENTAGE RATES
may vary quarterly and may increase or decrease based
on the stated indices, as found in *The Wall Street
Journal*, plus the margin previously disclosed to you.
These changes will be effective on the first day of your
billing period covered by your periodic statement ending
in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo.
LIBOR Replicated Monthly) appears on the front of your
statement next to the periodic rate(s), the periodic rates
and corresponding ANNUAL PERCENTAGE RATES may
vary monthly and may increase or decrease based on the
stated indices, as found in *The Wall Street Journal*, plus
the margin previously disclosed to you. These changes
will be effective on the first day of your billing period
each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.**
Your account will be assessed no more than two of the fees
listed here that occur during any billing period. Under the
terms of your customer agreement, we reserve the right to
assess any fee or not to assess any fees without prior notification
to you without waiving our right to assess the same or similar
fees at a later time.

5. **Renewing Your Account.** If a membership fee
appears on the front of this statement, you have 30
days from the date this statement was mailed to you to
avoid paying the fee or to have such fee credited to you
if you cancel your account. During this period, you may
continue to use your account without having to pay the
membership fee. To cancel your account, you must
notify us by calling our Customer Relations Department
and pay your "New Balance" in full (excluding the
membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close
your account by calling our Customer Relations
Department. You must destroy your credit card(s) and
account access checks, cancel all preauthorized billing,
and cease using your account. If you do not cancel
preauthorized billing arrangements, we will consider
receipt of a charge your authorization to reopen your
account. Additionally, your account will not be closed
until you pay all amounts you owe us including: any
transactions you have authorized, finance charges, past
due fees, overlimit fees, returned payment fees, cash
advance fees and any other fees assessed to your
account. You are responsible for these amounts whether
they appear on your account at the time you request to
close the account or they are incurred subsequent to
your request to close the account. This may result in
charges appearing on your account after you have
requested the account to be closed or the reopening of

your account if it has already been closed. For example,
if you authorized a purchase from a merchant and we
receive the transaction from the merchant after your
account has been closed, your account will be reopened,
the amount of the charge will be added to your account,
and you will be responsible for payment. If there is a
membership fee for your account, the fee will continue
to be charged, to the extent permitted by law, until the
account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be
used in connection with any Internet gambling
transactions.

8. **Notice About Electronic Check Conversion.** When you
provide a check as payment, you authorize us either to
use information from your check to make a one-time
electronic fund transfer from your bank account or to
process the payment as a check transaction. When we
use information from your check to make an electronic
fund transfer, funds may be withdrawn from your bank
account as soon as the same day we receive your
payment, and you will not receive your check back from
your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more
information on a transaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquiries shown on the front of this statement. 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
call our Customer Relations number, 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, a description of the error
and an explanation, if possible, of why you believe there is
an error; or if you need more information, a description of
the item you are unsure about. You do not have to pay any
amount in question while we are investigating it, but you
are still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquent or take any action to collect the
amount you question.

1.† 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. You have this
protection only when the purchase price was more than
\$50.00 and the purchase was made in your home state or
within 100 miles of your mailing address. (If we own or
operate the merchant, or if we mailed you the
advertisement for the property or services, all purchases
are covered regardless of amount or location of purchase.)
Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

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website at www.capitalone.com.
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One Financial Corporation. All rights reserved. © 2006
Capital One O1L8LBK

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2046769

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check
in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery.
Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays.
Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank
account for the amount of the check. This authorization extends to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize
us to make a charge against your bank account using the check, a paper draft or other item.

Special
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Cardholder
Offer!



First 3 months half-price

\$4.97*
a month;
\$9.95/mo. thereafter

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- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One

MASTERCARD ACCOUNT

APR 10 - MAY 09, 2005

5291-0716-0368-1931

Page 1 of 1

Account Summary

Previous Balance \$2,995.03
Payments, Credits and Adjustments \$83.00
Transactions \$105.81
Finance Charges \$43.08

New Balance \$3,060.92
Minimum Amount Due \$180.00
Payment Due Date June 09, 2005

Total Credit Line \$3,000
Total Available Credit \$0.00
Credit Line for Cash \$3,000
Available Credit for Cash \$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1 12 APR CAPITAL ONE ONLINE ACH PAYMENT \$83.00

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

2 04 MAY VERIZON WRLS MORRISTOWN NJ \$70.81
3 09 MAY PAST DUE FEE 35.00

****Important Notice**** Since your account was past due, your Annual Percentage Rates (A.P.R.s) have been increased as previously disclosed. All other terms and conditions remain in full force and effect. Please be advised that under the terms of your account, your A.P.R.s are subject to additional increases if you fail to keep your account in good standing.

Want to reduce your A.P.R.?

If we receive your minimum monthly payment on time for the next six consecutive billing periods, this account will be reviewed for a possible A.P.R. decrease.

****Important Notice**** During March and April of 2005, you should have received a copy of the updated Customer Agreement, which included the Arbitration Provision, for your account. Our records indicate that you opted out of the Arbitration Provision in 2001 and we wanted to inform you that your account is not subject to the terms set forth in the Arbitration Provision. Your account is, however, subject to all other terms included in the Customer Agreement.

You were assessed a past due fee of \$35.00 on 05/09/2005 because your minimum payment was not received by the due date of 05/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,179.52	.05408% P	19.74%	\$19.14
CASH	\$396.42	.05956% P	21.74%	\$7.08
SPECIAL TRANSFERS	\$1,376.49	.04082%	14.90%	\$16.86

ANNUAL PERCENTAGE RATE applied this period

17.75%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291071603681931 09 3060920083000180002

New Balance \$3,060.92
Minimum Amount Due \$180.00
Payment Due Date June 09, 2005

Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216



#9013067409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: GARNET

Or visit www.peoplepc.com/go/garnet

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repeated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

4.† 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 connect the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check(s). This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To help protect your credit with us, you need to make a payment.
- We can help—but **only** if you call us.
- When you call, you can make a **free** check-by-phone payment.

Return your account to good standing.
It's up to you to take the first step.
Call us!

1-800-479-7231

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047-0404

CapitalOne

MASTERCARD ACCOUNT
5291-0716-0368-1931

MAY 10 - JUN 09, 2005
Page 1 of 1

Account Summary

Previous Balance	\$3,060.92
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$70.95
New Balance	\$3,195.87
Minimum Amount Due	\$275.00
Payment Due Date	July 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

Transactions

1	10 MAY	OVERLIMIT FEE	\$29.00
2	09 JUN	PAST DUE FEE	35.00

Want to reduce your A.P.R.?

If we receive your minimum monthly payment on time for the next six consecutive billing periods, this account will be reviewed for a possible A.P.R. decrease.

****Important Notice**** Since your account was past due your Annual Percentage Rates (A.P.R.s) have been increased as previously disclosed. All other terms and conditions remain in full force and effect.

You were assessed a past due fee of \$35.00 on 06/09/2005 because your minimum payment was not received by the due date of 06/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,321.17	.07326% P	26.74%	\$30.00
CASH	\$404.06	.07326% P	26.74%	\$9.18
SPECIAL TRANSFERS	\$1,398.88	.07326% P	26.74%	\$31.77

ANNUAL PERCENTAGE RATE applied this period

26.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 5291071603681931 09 3195870083000275003

New Balance **\$3,195.87**
Minimum Amount Due **\$275.00**
Payment Due Date **July 09, 2005**
Total enclosed \$
Account Number: **5291-0716-0368-1931**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216



#9016167409705423# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16861-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



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1. How To Avoid A Finance Charge.

- † a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- † c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- † d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases, special transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

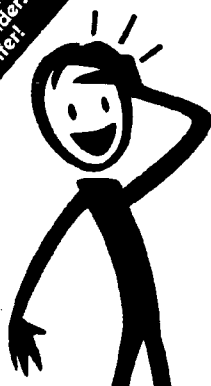
† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

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\$9.95/mo. thereafter

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UNLIMITED INTERNET ACCESS

Capital One

MASTERCARD ACCOUNT

5291-0716-0368-1931

JUN 10 - JUL 09, 2005

Page 1 of 1

Account Summary

Previous Balance	\$3,195.87
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.00
Finance Charges	\$72.32
New Balance	\$3,332.19
Minimum Amount Due	\$374.00
Payment Due Date	August 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	10 JUN	OVERLIMIT FEE	\$29.00
2	09 JUL	PAST DUE FEE	35.00

****Notice of Change In Account Terms**** If your account is five or more days past due within six billing periods after being two or more days past due, or if we do not receive your minimum monthly payment for two consecutive billing periods, all rates may increase to the Default APR previously disclosed to you. All other terms and conditions on your account remain in effect.

You were assessed a past due fee of \$35.00 on 07/09/2005 because your minimum payment was not received by the due date of 07/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,415.83	.07395% P	26.99%	\$31.41
CASH	\$413.23	.07395% P	26.99%	\$9.17
SPECIAL TRANSFERS	\$1,430.62	.07395% P	26.99%	\$31.74

ANNUAL PERCENTAGE RATE applied this period

26.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

00000000 0 5291071603681931 09 3332190083000374000

New Balance	\$3,332.19
Minimum Amount Due	\$374.00
Payment Due Date	August 09, 2005

Total enclosed \$
Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt #
City	State ZIP
Home Phone	Alternate Phone
Email Address	@

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216



058419



#9019167409705420# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622



Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

For questions, call toll-free at 1-888-5TRYNOW.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

4.† 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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584155
2-4667

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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ACCOUNT STATUS FOR:
JOHN B LANDSBERRY

PAST DUE !

TEMPORARILY
SUSPENDED

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042-0605

Capital One®

MASTERCARD ACCOUNT
5291-0716-0368-1931

JUL 10 - AUG 09, 2005
Page 1 of 1

Account Summary

Previous Balance	\$3,332.19
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$77.24
New Balance	\$3,444.43
Minimum Amount Due	\$477.00
Payment Due Date	September 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One
Capital One Bank	P.O. Box 30285
P.O. Box 790216	SLC, UT 84130-0285
St. Louis, MO 63179-0216	

Payments, Credits and Adjustments

Transactions

1	09 AUG	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 08/09/2005 because your minimum payment was not received by the due date of 08/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,483.51	.07395% P	26.99%	\$34.01
CASH	\$422.66	.07395% P	26.99%	\$9.69
SPECIAL TRANSFERS	\$1,463.24	.07395% P	26.99%	\$33.54

ANNUAL PERCENTAGE RATE applied this period 26.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

00000000 0 5291071603681931 09 3444430083000477001

New Balance	\$3,444.43
Minimum Amount Due	\$477.00
Payment Due Date	September 09, 2005
Total enclosed \$	
Account Number:	5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

057141S

#9022267409705423# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.



09R05 0100
571415
3

1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

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6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† 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 filed 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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01LGLBAK

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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ACCOUNT STATUS FOR:
JOHN B LANDSBERRY

PAST DUE !

TEMPORARILY
SUSPENDED

Capital One® what's in your wallet?

042-0605



MASTERCARD ACCOUNT
5291-0716-0368-1931

AUG 10 - SEP 09, 2005
Page 1 of 1

Account Summary

Previous Balance	\$3,444.43
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$79.84
New Balance	\$3,559.27
Minimum Amount Due	\$583.00
Payment Due Date	October 08, 2005
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One
Capital One Bank	P.O. Box 30285
P.O. Box 790216	SLC, UT 84130-0285
St. Louis, MO 63179-0216	

Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

Payments, Credits and Adjustments

Transactions

1	09 SEP	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 09/09/2005 because your minimum payment was not received by the due date of 09/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,553.29	.07395%P	26.99%	\$35.61
CASH	\$432.45	.07395%P	26.99%	\$9.91
SPECIAL TRANSFERS	\$1,497.16	.07395%P	26.99%	\$34.32

ANNUAL PERCENTAGE RATE applied this period 26.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



00000000 0 5291071603681931 09 3559270083000583003

New Balance	\$3,559.27
Minimum Amount Due	\$583.00
Payment Due Date	October 08, 2005
Total enclosed \$	
Account Number:	5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address	@	

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

057220

#9025367409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

0805 O 0100
572205
2

1. How To Avoid A Finance Charge.

- a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**
- 4. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- 5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- 6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use express mail, etc. when making your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Your account is about to charge off as a bad debt.

- We report an R9 rating to credit bureaus when an account charges off.
- Lenders and employers nationwide can access credit bureau reports.
- An R9 will limit our ability to offer you financial solutions.
- You will still be responsible for repaying the debt.

Good news – it's not too late.

- Call 1-800-955-6600 for payment options.
- Pay with our free Check by Phone service.
- If you have online account access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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045-0404



MASTERCARD ACCOUNT

SEP 10 - OCT 09, 2005

5291-0716-0368-1931

Page 1 of 1

Account Summary

Previous Balance	\$3,559.27
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$82.05
New Balance	\$3,676.32
Minimum Amount Due	\$3,676.32
Payment Due Date	November 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
 Attn: Remittance Processing Capital One Bank
 P.O. Box 790216 St. Louis, MO 63179-0216
 Capital One
 P.O. Box 30285 SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	09 OCT	PAST DUE FEE	\$35.00
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We appreciate your business and are converting your account to Platinum status as of October 17, 2005. So, be on the lookout for the arrival of your new Platinum card at your next reissue. Until then, you will receive Platinum benefits when you use your current card. For details about your new Platinum benefits, visit www.capitalone.com/creditcards and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$35.00 on 10/09/2005 because your minimum payment was not received by the due date of 10/08/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,624.57	.07600% P	27.74%	\$37.04
CASH	\$442.44	.07600% P	27.74%	\$10.09
SPECIAL TRANSFERS	\$1,531.75	.07600% P	27.74%	\$34.92

ANNUAL PERCENTAGE RATE applied this period

27.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



00000000 0 5291071603681931 09 3676320083003676328

New Balance \$3,676.32
 Minimum Amount Due \$3,676.32
 Payment Due Date November 09, 2005
 Total enclosed \$
 Account Number: 5291-0716-0368-1931

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
 City State ZIP
 Home Phone Alternate Phone
 Email Address @

Capital One Bank
 P.O. Box 790216
 St. Louis, MO 63179-0216

057174

#9028267409705427# MAIL ID NUMBER
 JOHN B LANDSBERRY
 1219 BASHTOWN RD
 WOODLAND PA 16881-8622

08R05 00100
5/1/74S
2

1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of the periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 90 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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A better way to Internet.

Surf up to
5x faster with
FREE Accelerator
for the first 12 months* - a \$60 value!

\$4.97
a month for
the first 12 months
\$5.97 thereafter

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Mention Offer Code: COIN
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- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

SPECIAL LIMITED-TIME OFFER FOR CAPITAL ONE® CARDHOLDERS!

CapitalOne

PLATINUM MASTERCARD ACCOUNT

OCT 10 - NOV 09, 2005

5291-0716-0368-1931

Page 1 of 1

Account Summary

Previous Balance	\$3,676.32
Payments, Credits and Adjustments	\$0.00
Transactions	\$94.00
Finance Charges	\$87.65
New Balance	\$3,857.97
Minimum Amount Due	\$3,857.97
Payment Due Date	December 09, 2005
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,000
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments, Credits and Adjustments

Transactions

1	09 NOV	CAPITAL ONE MEMBER FEE	\$59.00
2	09 NOV	PAST DUE FEE	35.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

We appreciate your business and are converting your account to Platinum status as of October 17, 2005. So, be on the lookout for the arrival of your new Platinum card at your next reissue. Until then, you will receive Platinum benefits when you use your current card. For details about your new Platinum benefits, visit www.capitalone.com/creditcards and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$35.00 on 11/09/2005 because your minimum payment was not received by the due date of 11/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,699.96	.07600% P	27.74%	\$40.05
CASH	\$452.82	.07600% P	27.74%	\$10.67
SPECIAL TRANSFERS	\$1,567.65	.07600% P	27.74%	\$36.93

ANNUAL PERCENTAGE RATE applied this period

27.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 5291071603681931 09 3857970083003857974

New Balance **\$3,857.97**
Minimum Amount Due **\$3,857.97**
Payment Due Date **December 09, 2005**

Total enclosed \$
Account Number: **5291-0716-0368-1931**

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address @

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216

#9031467409705428# MAIL ID NUMBER
JOHN B LANDSBERRY
1219 BASHTOWN RD
WOODLAND PA 16881-8622

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

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A better way to Internet.

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INTERNET ACCESS**

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TODAY!**

1-888-587-9669

Mention Offer Code: COIN
Visit www.peoplepc.com/go/coin

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*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. **Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized; finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

g. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

h. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. 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 call our Customer Relations number, 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, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ 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. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2005 Capital One O1LGLBAX

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9182

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic fund transfer from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION LAW

CAPITAL ONE BANK

Plaintiff

vs.

JOHN B. LANDSBERRY AKA
JOHN B. LANSBERRY

Defendant

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No. 07-970-CD

**AMENDED ANSWERS TO PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS AND REQUEST
FOR PRODUCTION OF DOCUMENTS**

AND NOW, come the Defendant, John B. Lansberry, by and through his attorney, David R. Thompson, Esquire, and files the following Amended Answer To Plaintiff's First Request For Admissions And Request For Production Of Documents to correct the above caption matter:

COUNT I ACCOUNT NO.4862362372822489

Request For Production Of Documents 1:

1. Defendant does not have any of these documents in his possession at this time. Upon receipt of any of those documents, the same will be provided.

Request For Production Of Documents 2:

1. Defendant does not have any of these documents in his possession at this time. Upon receipt of any of those documents, the same will be provided.

Request For Production OF Documents 3:

1. Defendant does not have any of these documents in his possession at this time.

Upon receipt of any of those documents, the same will be provided.

Request For Admission No. 1:

1. Admitted in part and denied in part. It is admitted that the Plaintiff offered a credit card to Defendant, and he accepted the same.

Request For Admission No. 2:

1. Admitted in part and denied in part. It is admitted that Defendant was billed monthly statements in the time periods referenced. As far as the calculation of the late fees and penalties, the Defendant has been unable to come up with a calculation that meets with what is alleged to be owed by the Plaintiff. Therefore, the request is denied.

Request For Admission No. 3:

1. Admitted.

Request For Admission No. 4:

1. Denied. Defendant sets fourth the answer to complaint in which he submitted in writing that he disputes the amount of the late fees and penalties calculated by the Plaintiff. By way of further pleading, Defendant has been unable to come up with a calculation to establish the amount that is alleged to be owed by the Plaintiff.

Request For Admission No. 5:

1. Denied. Defendant sets fourth the answer to complaint in which he submitted in writing that he disputes the amount of the late fees and penalties calculated by the Plaintiff. By way of further pleading, Defendant has been unable to come up with a calculation to establish the amount that is alleged to be owed by the Plaintiff.

COUNT II ACCOUNT NO. 5291071603681931

Request For Admission 1:

1. Admitted in part and denied in part. It is admitted that the Plaintiff offered a credit card to Defendant, and he accepted the same.

2. Denied. There has been no application submitted with any of the pleadings or with these request for admissions and production of documents.

Request For Admission 2:

1. Admitted in part and denied in part. It is admitted that Defendant was billed monthly statements in the time periods referenced. As far as the calculation of the late fees and penalties, the Defendant has been unable to come up with a calculation that meets with what is alleged to be owed by the Plaintiff. Therefore, the request is denied.

Request For Admission 3:

1. Admitted.

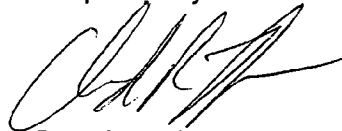
Request For Admission 4:

1. Denied. Defendant sets fourth the answer to complaint in which he submitted in writing that he disputes the amount of the late fees and penalties calculated by the Plaintiff. By way of further pleading, Defendant has been unable to come up with a calculation to establish the amount that is alleged to be owed by the Plaintiff.

Request For Admission 5:

1. Denied. Defendant sets fourth the answer to complaint in which he submitted in writing that he disputes the amount of the late fees and penalties calculated by the Plaintiff. By way of further pleading, Defendant has been unable to come up with a calculation to establish the amount that is alleged to be owed by the Plaintiff.

Respectfully submitted,

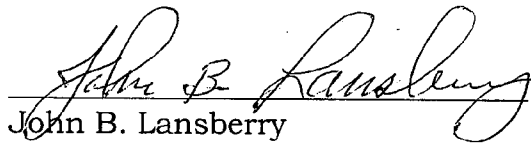
A handwritten signature in black ink, appearing to read 'D. R. Thompson', written in a cursive style.

David R. Thompson, Attorney

VERIFICATION

I certify that the facts set forth in the foregoing **AMENDED ANSWER TO PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS AND REQUEST FOR PRODUCTION OF DOCUMENTS** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated:


John B. Lansberry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

CAPITAL ONE BANK,

Plaintiff

JOHN B. LANDSBERRY AKA
JOHN B. LANSBERRY,

Defendant

No. 07-970-CD

TYPE OF CASE:
Civil

TYPE OF PLEADING:
Amended Certificate of Service

FILED ON BEHALF OF:
Defendant

COUNSEL OF RECORD FOR
THIS PARTY:

David R. Thompson, Esquire
Attorney at Law
Supreme Court 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

CAPITAL ONE BANK,

Plaintiff

JOHN B. LANDSBERRY AKA
JOHN B. LANSBERRY

Defendant

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No. 07-970-CD

AMENDED CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, DAVID R. THOMPSON, ESQUIRE, do hereby certify that I served a true and correct copy of the **Amended Answer To Plaintiff's First Request For Admissions And Request For Production Of Documents** in the above captioned matter on the following by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Weltman Weinberg & Reis Co LPA
Koppers Building
436 7th Avenue STE 2718
Pittsburgh, PA 15219-9517

To correct the above caption matter.

DATE: 4-18-08

BY:



David R. Thompson, Esquire

CUSTOMER AGREEMENT

005/72-11

Welcome to Capital One.® We are pleased to open your credit card account. This agreement contains information about your account. Please read it and keep it for your records. In this Agreement the words "you," "your" and "yours" refer to each person who needs the application and to anyone else who uses the account in any way. Each of you individually and jointly obligated under this Agreement. The words "we," "us" and "our" mean Capital One Bank and its successors or assigns. We can delay enforcing our rights under this Agreement without losing them.

Using Your Account. You can make purchases and obtain cash advances (if we have given you that cash advances are an option for your account) by using your card, account number, and any account access checks (including Purchase Checks, Convenience Checks, Special Transfer Checks and other similar checks) that we may send to you. When we provide you with account access checks, we will tell you whether they will be treated as purchases, cash advances, or special transfers. Unless we tell you otherwise, Convenience Checks will always be treated as cash advances.

Your card or account cannot be used in connection with any Internet or illegal gambling transactions. Your card and account may only be used for valid and lawful purposes. If you use, or allow someone else to use, the card or account for any impermissible purpose, you will be responsible for such use and may be required to reimburse us and Capital One International Incorporated or Visa USA, Inc., as applicable, for all amounts or damages we or they pay as a result of such impermissible use.

You agree that we are not responsible if anyone refuses to honor your account. If you do not use your account, you may cancel it by calling our Customer Relations department or by destroying your card(s) and account access checks within 30 days after you receive them.

Cash Equivalent Transactions. If cash advances are an option for your account, you may use your account to purchase items that are directly convertible to cash. These cash equivalent transactions will be treated as cash advances and will be billed to the cash advance segment of your account. Cash equivalent transactions include the purchase of a transfer money orders, bets, lottery tickets, casino gaming chips, and other similar products or services.

Your Credit Limit. You were told your credit limit when you opened your account. You may have different credit limits that apply to different segments of your account (such as purchases, cash advances, and special transfers). These credit limits will be defined on your periodic statement. You agree to make purchases or obtain cash advances only up to the relevant credit limit. We may increase or decrease your credit limits at any time, may limit the amount that is available for cash advances, or may include cash advances entirely from your account. We may honor transactions in excess of your credit limit, even if those transactions result in an overlimit fee, and those transactions and fees will be covered by this Agreement.

Making Payments. You promise to pay us all amounts due resulting from the use of your account, including any finance charges and other charges due under the terms of this agreement. Payments must be made in U.S. dollars. Payments made by a negotiable instrument such as a check or a money order must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments among the various segments of your account in any way we determine.

You must pay at least the minimum amount due by the date requested on your statement to avoid a late payment fee. However, you may pay more than the minimum payment or the balance in full. In any case, finance charges will continue to be assessed during billing periods that you carry a balance regardless of whether or not your statement shows a minimum payment due.

We can accept late payments or partial payments or checks and money orders marked "payment in full" or other similar language without losing any of our rights under this agreement, including our right to receive payment in full.

Periodic Statement. Each month you have a balance in your account, we will send you a statement showing all transactions billed to your account during the billing period. The billing period is the time from one statement closing date through and including the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January.

Finance Charge Information.

Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total New Balance as shown on your periodic statement in full in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, if you did not pay the total New Balance from the previous billing statement in full and in time for it to be credited by your next statement closing date, there is no grace period on any transaction.

Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge as follows:

Transactions made during the current billing period: from the transaction date.

Delayed transactions and transactions made with account access checks: from the date the transaction is processed to your account.

Transactions made prior to the current billing period: from the first calendar day of the current billing period.

To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your New Balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances.

To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

F. Cash Advance Fee. If a cash advance fee applies to your account, you were told the fee when you opened your account. The fee will be charged each time you obtain a cash advance and will be added to the cash advance segment of your account and will reduce your available credit. The amount of the cash advance fee will be added to other finance charges on your periodic statement for the purpose of calculating the annual percentage rate disclosed there. This may cause the annual percentage rate disclosed on your statement to be greater than the annual percentage rate that was disclosed to you when you opened your account.

G. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

Other Fees and Charges. The following fees may be billed to the purchase segment of your account, unless otherwise specified, in every billing period in which they apply: late payment fee if we do not receive your payment in time for it to be credited by the following statement closing date; overlimit fee if your account (or any segment of your account) goes or stays above any temporarily or permanently assigned credit limit, even if we approved the overlimit amount, at any time during the billing cycle (regardless of whether you went overlimit as a result of a transaction, finance charge, or any other fee or charge); returned check fee, imposed every time a check is returned to us for any reason, or if we cannot honor your account access checks for any reason; and copying charges for duplicate copies of transactions or statements unless required for billing dispute resolution. These fees and charges will not be assessed if your billing address was in Puerto Rico when your account was opened. The fee and charge amounts were disclosed to you when you opened your account. If any of these fees or charges are changed subsequent to your account opening, you will be advised of the new amount. We reserve the right to waive these fees without prior notification to you.

Membership Fee. If your account has a membership fee, it was disclosed to you when you opened your account. The fee will be billed to the purchase segment of your account.

Credit Bureau Information. You agree that we may obtain your credit information from credit reporting agencies at any time for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Future Offers. The terms of any future offer will be disclosed to you at the time the offer is made. If you accept an offer, the terms will become effective immediately unless otherwise specified in the offer.

Default. We may consider you to be in default under this Agreement if: (a) you fail to pay the minimum payment on time, (b) you exceed your credit limit, or (c) you pay us with funds that are returned for any reason. To the extent permitted by law, you may also be in default under this Agreement if: (1) you violate any of the other terms of this Agreement, or any of the terms of any other agreement with us or any of our affiliates, or (2) you made any false or misleading statements on your application, or (3) bankruptcy or other insolvency proceedings are instituted by you or against you. After you are in default (or after we give you any notice of or right to cure the default if required by law), we may restrict your account from new transactions, or close your account and demand immediate payment of the entire outstanding balance. In addition, as a result of the default, your minimum payment may increase without advance notice.

To the extent permitted by law, you agree to pay all court costs and collection expenses incurred by us in the collection of any amount you owe us under this Agreement. If you default and we refer your account for collection to an attorney who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account.

EXHIBIT

your credit card. If you do not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks: from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: from the first calendar day of the current billing period.

Additionally, if you did not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

C. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total finance charge of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

D. **Periodic Rates.** We determine the daily periodic rate by dividing the annual percentage rate by 365 and rounding it to the nearest 1/100,000th of 1%. The rate may be different for each segment of your account (e.g., cash advance, purchase, special purchase, and special transfer if applicable for your account). You were told the daily periodic rate(s) when you opened your account and it appears on your statement.

E. **Calculating Finance Charge.** Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account.

who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, late payment fees, overlimit fees, returned check fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

If you want to stop an authorized user's access to your account, you must call our Customer Relations department and destroy the user's card (if any) and any account access checks he or she may have. If you are unable to destroy that person's card and account access checks, and you call our Customer Relations department to close your account, your account will be closed and both you and the joint cardholder, if any, may apply for a new account. If we close the account, you and the joint cardholder, if any, will still be liable, individually and together, for all amounts charged to your account.

If We Cancel Your Account or Suspend Credit Privileges. We may at any time, with or without cause and with or without advance notice, terminate this

agreement and/or temporarily or permanently suspend your credit privileges. This includes, but is not limited to, situations where you have violated this Agreement or where we have reason to doubt your creditworthiness. Your obligations under this Agreement survive after your rights to obtain credit have been terminated or suspended. We may sue in enforcing our rights under this

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this Motion, and that the facts set forth in the foregoing Motion are true and correct to the best of his knowledge, information and belief.



Attorney for Plaintiff

CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Motion for Summary Judgment and Brief in Support has been served by U.S. Mail, Postage Pre-Paid, on 21st day of August, 2008 upon the following:

David Thompson, Esquire
Pob 587
308 Walton Street, Suite 4
Philipsburg, Pa 16866

By: 

Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK,

Plaintiff,

Case No.: 07-970-CD

vs.

JOHN N. LANDSBERRY AKA
JOHN B. LANDSBERRY,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2008, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$8,481.54 for Count I and \$5,743.51 for Count II, totaling \$14,225.02 with continuing interest thereon at the rate of 27.74% per annum from June 13, 2007, and costs

BY THE COURT

_____. J.

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK,

Plaintiff,

vs.

JOHN N LANDSBERRY AKA
JOHN B LANDSBERRY,

Defendant.

Case No.: 07-970-CD

TYPE OF PLEADING:

PRAECIPE TO SCHEDULE

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED

M 10:56 a.m. GK

AUG 26 2008

No CC

William A. Shaw
Prothonotary/Clerk of Courts

CD

WWR No. 05781081

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK,

Plaintiff,

Case No.: 07-970-CD

vs.

JOHN N LANDSBERRY AKA
JOHN B LANDSBERRY,

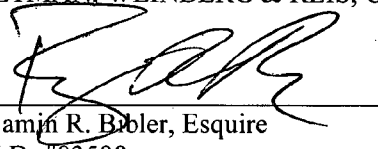
Defendant.

PRAECIPE TO SCHEDULE

TO THE PROTHONOTARY:

Please schedule Plaintiff's Motion For Summary Judgment before a Judge for decision.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: 

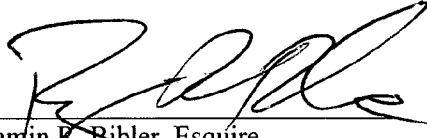
Benjamin R. Boller, Esquire
PA I.D. #93598

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

CERTIFICATE OF SERVICE

A true and correct copy of the Praeipie to Schedule has been served by First Class Mail, postage pre-paid, on 21st day of August, 2008 upon the following:

David Thompson, Esq.
Pob 587
308 Walton Street, Suite 4
Philipsburg, Pa 16866

By: 

Benjamin R. Bibler, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No. 07-970-CD

vs.

JOHN N LANDSBERRY AKA
JOHN B LANDSBERRY
Defendant

ORDER OF COURT

AND NOW, to wit, this 27th day of August, 2008, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on
the above captioned matter is scheduled for September 25, 2008 at
10:15 (a.m.) in Courtroom # 1.

BY THE COURT:

Frederick J. Zimmerman
J.

FILED
0/3:00 PM
AUG 27 2008

2cc
Amy Bibler
(GP)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/27/08

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

~~FILED~~

~~AUG 26 2008~~

~~William A. Shaw
Prothonotary/Clerk of Courts~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No. 07-970-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

JOHN N LANDSBERRY
AKA JOHN B LANDSBERRY

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Patrick Thomas Woodman, Esquire
PA. I.D.#34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05781081

FILED ^{NO CC}
m/10:52/24
SEP 08 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No. 07-970-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

JOHN N LANDSBERRY
AKA JOHN B LANDSBERRY

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Patrick Thomas Woodman, Esquire
PA. I.D.#34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05781081

FILED ^{NO CC}
m/10:52/64
SEP 08 2008
LMT
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No. 07-970-CD

vs.

JOHN N LANDSBERRY
AKA JOHN B LANDSBERRY

Defendant

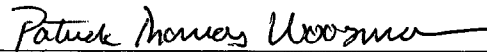
AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared Patrick Thomas Woodman, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant's Counsel, David Thompson, Esquire.

1. On or about September 02, 2008, Plaintiff received a signed Order of Court for a Motion For Summary Judgment hearing set for September 25, 2008. Said Order of Court is attached as Exhibit "1".

2. On or about September 04, 2008, Plaintiff mailed the Order of Courts to P.O. Box 587, 308 Walton Street, Suite 4, Philipsburg, PA. 16866.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Patrick Thomas Woodman, Esquire

PA I.D. #34507

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

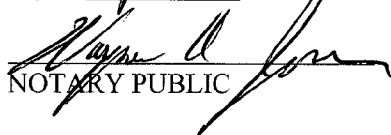
(412) 434-7955

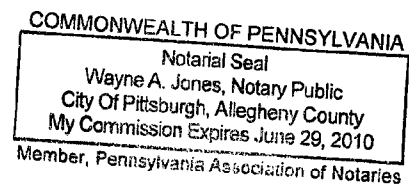
WWR#05781081

Sworn to and subscribed

before me this 4

day of September, 2008.


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No. 07-970-CD

vs.

JOHN N LANDSBERRY AKA
JOHN B LANDSBERRY
Defendant

ORDER OF COURT

AND NOW, to wit, this 27th day of August, 2008, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on
the above captioned matter is scheduled for September 25, 2008 at
10:15 (a.m./p.m.) in Courtroom # 1.

BY THE COURT:

Frederick J. Zimmerman
J.

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

AUG 27 2008

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

EXHIBIT

"1"

WWR No. 05781081

5

1

1

NO. 07-970-CD

1

1

ORDER

ORDER

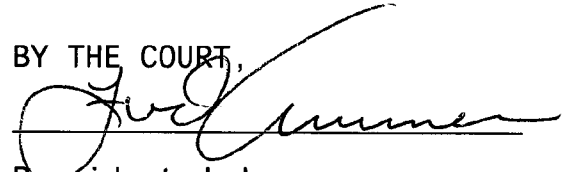
ORDER

2cc Atlys!
molezan
Thompson

(GK)

October 2008. All payments shall be due by no later than the last business day of each month for which it is attributable.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Fred Kummer", written over a horizontal line.

President Judge

FILED

SEP 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/26/08

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

Case No.: 07-970-CD

vs.

JOHN N. LANDSBERRY
A/K/A JOHN B. LANDSBERRY

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: () Plaintiff
(xx) Defendants
() Garnishee

You are hereby notified that the following Order or Judgment was entered against you on November 10, 2008.

(xx) Assumpsit Judgment in the amount of \$11,637.44, plus interest at 6.0% per annum, plus costs. As to Counts I and II

() Trespass Judgment in the amount of \$_____ plus costs.

() If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Department of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of
(xx) Court Order
() Non-Pros
() Confession
() Default
() Verdict
() Arbitration Award
() By Consent

Prothonotary

DAVID THOMPSON, ESQUIRE
POB 587
308 WALTON ST, SUITE 4
PHILIPSBURG, PA. 16866

By: William A. Shaw
PROTHONOTARY (~~OR DEPUTY~~)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

5
FILED
m/13:52cm
NOV 10 2008
William A. Shaw
Prothonotary/Clerk of Courts
POB 587
ICC & notice to
deCA
ICC & notice to
Att. Thompson
Statement to
Att.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

Case No.: 07-970-CD

vs.

JOHN N. LANDSBERRY
A/K/A JOHN B. LANDSBERRY

Defendant.

FILED

NOV 10 2008

NOTICE OF JUDGMENT OR ORDER

William A. Shaw
Prothonotary/Clerk of Courts

TO: ☐ Plaintiff
 ☒ Defendants
 ☐ Garnishee

You are hereby notified that the following Order or Judgment was
entered against you on November 10, 2008.

- (xx) Assumpsit Judgment in the amount
 of \$11,637.44, plus interest at 6.0% per annum, plus costs.
 As to Counts I and II
- () Trespass Judgment in the amount
 of \$_____ plus costs.
- () If not satisfied within sixty (60) days, your motor vehicle
 operator's license and/or registration will be suspended by
 the Department of Transportation, Bureau of Traffic Safety,
 Harrisburg, PA.
- (xx) Entry of Judgment of
 - (xx) Court Order
 - () Non-Pros
 - () Confession
 - () Default
 - () Verdict
 - () Arbitration Award
 - () By Consent

Prothonotary

JOHN N LANDSBERRY
AKA JOHN B LANDSBERRY
RR 2 BOX 331
WOODLAND, PA 16881

By: William A. Shaw *WAS*
PROTHONOTARY (OR DEPUTY)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE
USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FILED

NOV 10 2008

CAPITAL ONE BANK

Plaintiff

Case No.: 07-970-CD

William A. Shaw
Prothonotary/Clerk of Courts

TYPE OF PLEADING

vs.

**PRAECIPE FOR JUDGMENT
PER ORDER OF COURT**

**JOHN N. LANDSBERRY
A/K/A JOHN B. LANDSBERRY**

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 05781081
\$11,637.44

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE
USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

Case No.: 07-970-CD

vs.

JOHN N. LANDSBERRY
A/K/A JOHN B. LANDSBERRY

Defendant.

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

Pursuant to Pa.R.C.P. 237, I certify that a copy of this Praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

In light of the Court Order granting Summary Judgment in favor of Plaintiff on September 25, 2008, kindly enter Judgment against the Defendant, **JOHN N. LANDSBERRY**

A/K/A JOHN B. LANDSBERRY, in the amount of \$11,637.44 computed as follows:

Amount Awarded per Order:	\$6,045.15 As to Count I
	\$3,857.97 As to Count II

Interest from December 01, 2005 through October 30, 2008 at the legal rate of 6.0% per annum:	\$1,734.32
--	------------

TOTAL:	\$11,637.44
--------	-------------

Attached is a copy of the Court Order in favor of Plaintiff for Judgment.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Plaintiff's address is:

c/o Weltman, Weinberg & Reis, Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And Defendant's address is: RR 2 BOX 331, WOODLAND, PA 16881

CAPITAL ONE BANK	}	
VS	}	NO. 07-970-CD
JOHN N. LANDSBERRY A/K/A	}	
JOHN B. LANDSBERRY	}	

NOW, this 25th day of September, 2008, this being the date set for argument on Plaintiff's Motion for Summary Judgment; upon agreement of the parties, it is the ORDER of this Court that the said Motion be and is hereby GRANTED to the extent that on Count 1 of the Complaint, Judgment is entered against the Defendant in the amount of Six Thousand Forty-five Dollars and Fifteen Cents (\$6,045.15). On Count 2 of the Complaint, Judgment is entered against the Defendant in the additional amount of Three Thousand Eight Hundred Fifty-seven Dollars and Ninety-seven Cents (\$3,857.97). Interest on both judgments shall accrue at the rate of 6 percent per annum from December 1, 2005.

5781081

October 2008. All payments shall be due by no later than the last business day of each month for which it is attributable.

BY THE COURT
/S/ Fredric J Ammerman

President Judge

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

SEP 26 2008

Attest.

The seal of the Prothonotary is a circular emblem. It features a central five-pointed star. The words "CLERK OF COURTS" are inscribed in a circular border around the star.

William A. Shaw
Prothonotary/
Clerk of Courts

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05781081

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Capital One Bank
Plaintiff(s)

No.: 2007-00970-CD

Real Debt: \$11,637.44 as to Counts I and II

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John N. Landsberry
Defendant(s)

Entry: \$20.00

Instrument: Judgment per Order of Court

Date of Entry: November 10, 2008

Expires: November 10, 2013

Certified from the record this November 10, 2008



LM

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

FILED

9 JAN 03 2011

William A. Shaw
Prothonotary/Clerk of Courts

pd \$7.00 Atty
ICC to Atty
B. Bibler

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

JOHN B LANDSBERRY

Defendant(s)

No. 07-970-CD

PRAECIPE FOR SATISFACTION OF
JUDGMENT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#5781081 NPE

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 07-970-CD

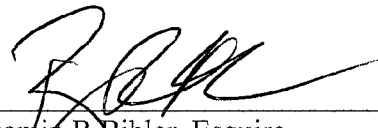
JOHN B LANDSBERRY

Defendant(s)

PRAECIPE FOR SATISFACTION OF JUDGMENT

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned Judgment.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Benjamin R. Bibler, Esquire

PA I.D. # 93598

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

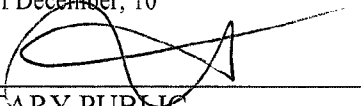
436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #5781081

Sworn to and subscribed
before me this 20
day of December, 10


NOTARY PUBLIC

