

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

CAPITAL ONE BANK

Plaintiff

vs.

AMY M SPADARO

Defendant

No: 07-1142-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
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FILED pd \$85.00 Att'y
m/11:25 am ICC Shff
JUL 20 2007
(m)

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No

AMY M SPADARO

Defendant

COMPLAINT 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.

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

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

COMPLAINT

1. Plaintiff, CAPITAL ONE BANK is a corporation with offices at 140 EAST SHORE DR GLEN ALLEN , VA 23059 .

2. Defendant is adult individual(s) residing at the address listed below:

AMY M SPADARO
520 KNARR ST
DU BOIS, PA 15801

3. Defendant applied for and received a credit card bearing the account number 5291492116383866 .

4. Defendant made use of said credit card and has a current balance due of \$6054.21 , as of June 22, 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 14.900% per annum on the unpaid balance from June 22, 2007 . A copy of Plaintiff's STATEMENT 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 , AMY M SPADARO , INDIVIDUALLY , in the amount of \$6054.21 with continuing interest thereon at the rate of 14.900% per annum from June 22, 2007 plus costs.



James C. Warmbrodt, 42524
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436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
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CapitalOne®

PLATINUM MASTERCARD ACCOUNT

OCT 04 - NOV 03, 2005

5291-4921-1638-3866

Page 1 of 1

Account Summary

Previous Balance	\$4,775.34
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$60.80

New Balance	\$4,871.14
Minimum Amount Due	\$4,871.14
Payment Due Date	December 03, 2005

Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	03 NOV PAST DUE FEE	\$35.00
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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.

Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, 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 11/03/2005 because your minimum payment was not received by the due date of 11/03/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,804.69	.04082%	14.90%	\$60.80
CASH	\$0.00	.04082%	14.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 5291492116383866 03 4871140100004871143

New Balance	\$4,871.14
Minimum Amount Due	\$4,871.14
Payment Due Date	December 03, 2005

Total enclosed \$
Account Number: 5291-4921-1638-3866

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

#9030800631316484# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140

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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 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 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 error. 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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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.

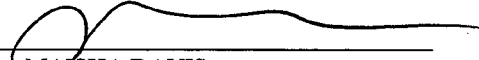
VERIFICATION

CAPITAL ONE BANK

VS

SPADARO, AMY M

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

MARITZAL ROBERTS
NOTARY PUBLIC, DEKALB COUNTY, GA
MY COMMISSION EXPIRES 4-10-2011

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A049

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

2007 JUL 20 10:00 AM
CLERK OF COURTS
JUL 20 2007

FILED

JUL 20 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,
Plaintiff

vs.

AMY SPADARO,
Defendant

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* NO.: 07-1142-CD
*
* Type of Case: Civil
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* Type of Pleading: Preliminary Objections
*
*
* Filed on Behalf of: Amy Spadaro
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED

AUG 16 2007

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William A. Shaw
Prothonotary/Clerk of Courts

3 cent to Att

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

AMY M. SPADARO,

Defendant

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Civil Action

No. 07-1142-CD

DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT

Pursuant to Pa. R.C.P. No. 1028(c), Defendant Amy M. Spadaro, by and through her attorneys, Robin Jean Foor, and MidPenn Legal Services preliminarily objects to Plaintiff's Complaint and moves for its dismissal as follows:

I. PRELIMINARY OBJECTION RAISING FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT Pa. R.C.P. 1028 (a)(2)

1. Plaintiff filed a Complaint demanding damages in the amount of \$6054.21 plus costs.

2. Plaintiff has failed to attach to the Complaint a signed written contract between Plaintiff and Defendant. Such writing would form the very core of Plaintiff's case, but such writing has not been appended to the Complaint, nor its absence explained, as required by Pa.R.C.P. No. 1019(h) and (i).

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

II. PRELIMINARY OBJECTION RAISING INSUFFICIENT SPECIFICITY IN A PLEADING Pa. R.C.P. 1028 (a)(3)

3. The Complaint contains alleged claims for money owed but fails to provide adequate documentation or accounting of charges allegedly made by Defendant, which would support Plaintiff's claim of damages, such as a breakdown of charges, payments, and interest, so that Defendant can properly formulate a response and assert any counterclaims.

4. The Complaint is deficient in reciting factual averments and Defendant is without information upon which he can premise a meaningful response and formulate a defense.

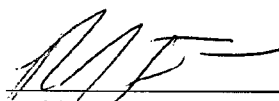
WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

Respectfully submitted,

MidPenn Legal Services
Attorneys for Defendant

8-16-07
Date

BY: 
Robin Jean Foor, Esquire
ID# 41520

UP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

AMY M. SPADARO,

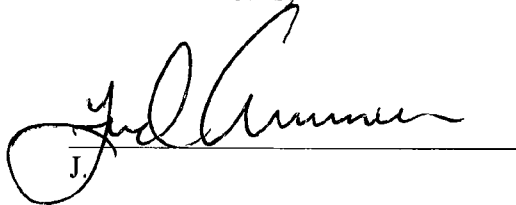
Defendant

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: Civil Action
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: No. 07-1142-CD
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ORDER

AND NOW, this 20th day of August, 2007, upon consideration of Defendant Amy M. Spadaro's Preliminary Objections filed in the above captioned matter, it is the Order of the Court that argument has been scheduled for the 26th day of September, 2007 at 11:00 o'clock A.m. in Courtroom # 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


J.

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013:0201
AUG 20 2007
Atty For
GRO
William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 20 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/20/07

X 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:

V 4

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

CAPITAL ONE BANK,
Plaintiff

vs.

AMY SPADARO,
Defendant

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* NO.: 07-1142-CD
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* Type of Case: Civil
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* Type of Pleading: Certificate of Service
*
*
* Filed on Behalf of: Amy Spadaro
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED

AUG 24 2007

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William A. Shaw
Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

AMY M. SPADARO,

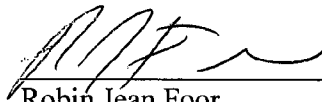
Defendant

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: Civil Action
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: No. 07-1142-CD
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CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 16th day of August, 2007, I served a copy of the Preliminary Objections filed in that above captioned matter to the following individual by first class mail, postage prepaid:

James C. Warmbrodt, Esquire
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
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CAPITAL ONE BANK,
Plaintiff

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AMY SPADARO,
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* NO.: 07-1142-CD

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* Type of Case: Civil

*

* Type of Pleading: Certificate of Service

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* Filed on Behalf of: Amy Spadaro

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16839

* (814)765-9646

FILED

AUG 24 2007

0/1:30/12
William A. Shaw
Prothonotary/Clerk of Courts (6A)
1 cert to App

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

AMY M. SPADARO,

Defendant

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: Civil Action
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: No. 07-1142-CD
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CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 21st day of August, 2007, I served a copy of the Order scheduling Argument on Preliminary Objections filed in that above captioned matter to the following individual by first class mail, postage prepaid:

James C. Warmbrodt, Esquire
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

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

CAPITAL ONE BANK

Plaintiff

vs.

AMY M SPADARO

Defendant

No. 07-1142-CD

AMENDED COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Patrick Thomas Woodman, Esquire
PA I.D. # 34507
Weltman, Weinberg & Reis, Co.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

WWR#05974905

FILED
07-1142-CD No cc
SEP 05 2007 (GR)
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. 07-1142-CD

AMY M SPADARO

Defendant

AMENDED 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

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

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

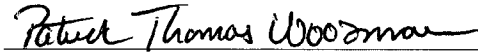
AMENDED COMPLAINT

1. Plaintiff, Capital One Bank, is a corporation with offices at 140 East Shore Drive, Glen Allen, VA. 23059.
2. Defendant is an adult individual residing at 520 Knarr Street, Du Bois, PA. 15801.
3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 5291492116383866.
4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of September 04, 2007, in the amount of \$6,201.36.
5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable. A true and correct copy of the written customer agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
6. Plaintiff is entitled to the addition of interest at the rate of 14.900% per annum on the unpaid balance from September 04, 2007. A copy of Plaintiff's statement is attached hereto, marked as Exhibit "2" and made a part hereof.
7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff prays for Judgment in its favor and against Defendant, Amy M. Spadaro, individually, in the amount of \$6,201.36 with interest at the legal interest rate of 14.900% per annum from September 04, 2007 plus costs.

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.



Patrick Thomas Woodman, Esquire

PA I.D #34507

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

CUSTOMER AGREEMENT

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 signed the application and to anyone else who uses the account in any way. Each of you is 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 told 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 MasterCard International Incorporated or Visa USA, Inc., as applicable, for all amounts or expenses 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 and 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 can 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 wire 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 also 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 identified 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 exclude 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 pay 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 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, 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 our 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.

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

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. Additionally, your account will not be closed until you pay all amounts you owe

EXHIBIT

"1"

your next statement closing date, there is no grace period on any transaction.

B. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed a finance charge as follows:

- 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 continue after your rights to obtain credit have been terminated or suspended. We may delay in enforcing our rights under this

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PLATINUM MASTERCARD ACCOUNT

OCT 04 - NOV 03, 2005

5291-4921-1638-3866

Page 1 of 1

Account Summary

Previous Balance \$4,775.34
Payments, Credits and Adjustments \$0.00
Transactions \$35.00
Finance Charges \$60.80

New Balance \$4,871.14
Minimum Amount Due \$4,871.14
Payment Due Date December 03, 2005

Total Credit Line \$7,000
Total Available Credit \$0.00
Credit Line for Cash \$3,500
Available Credit for Cash \$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 03 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.

Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, 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 11/03/2005 because your minimum payment was not received by the due date of 11/03/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

EXHIBIT

4 2 11

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,804.69	.04082%	14.90%	\$60.80
CASH	\$0.00	.04082%	14.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

00000000 0 5291492116383866 03 4871140100004871143

New Balance \$4,871.14
Minimum Amount Due \$4,871.14
Payment Due Date December 03, 2005

Total enclosed \$
Account Number: 5291-4921-1638-3866

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

005307

#9030800631316484# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140

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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.

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. **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

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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

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



Patrick Thomas Woodman, Esquire

CERTIFICATE OF SERVICE

A true and correct copy of the Amended Complaint in Civil Action has been served by First Class Mail, postage pre-paid, on 4th day of September, 2007 upon the following:

**Robin Jean Foor, Esquire
Midpenn Legal Services
211 East Locust Street,
Clearfield, Pa. 16830**

By: Patrick Thomas Woodman

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

CAPITAL ONE BANK,
Plaintiff

vs.

AMY SPADARO,
Defendant

*
*
* NO.: 07-1142-CD
*
* Type of Case: Civil
*
* Type of Pleading: Preliminary
* Objections to Amended Complaint
*
* Filed on Behalf of: Amy Spadaro
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED

SEP 12 2007

0/12/2007
William A. Shaw
Prothonotary/Clerk of Courts

2 cert to

Att

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

AMY M. SPADARO,

Defendant

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Civil Action

No. 07-1142-CD

DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S AMENDED COMPLAINT

Pursuant to Pa. R.C.P. No. 1028(c), Defendant Amy M. Spadaro, by and through her attorneys, Robin Jean Foor, and MidPenn Legal Services preliminarily objects to Plaintiff's Complaint and moves for its dismissal as follows:

I. PRELIMINARY OBJECTION RAISING FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT Pa. R.C.P. 1028 (a)(2)

1. Plaintiff filed a Complaint demanding damages in the amount of \$6054.21 plus costs.

2. Plaintiff attached a copy of a cardholder agreement but has failed to attach to the Complaint a signed written contract between Plaintiff and Defendant. Such writing would form the very core of Plaintiff's case, but such writing has not been appended to the Complaint, nor its absence explained, as required by Pa.R.C.P. No. 1019(h) and (i).

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

II. PRELIMINARY OBJECTION RAISING INSUFFICIENT SPECIFICITY IN A PLEADING Pa. R.C.P. 1028 (a)(3)

3. The Complaint contains alleged claims for money owed but fails to provide adequate documentation or accounting of charges allegedly made by Defendant, which would support Plaintiff's claim of damages, such as a breakdown of charges, payments, and interest, so that Defendant can properly formulate a response and assert any counterclaims.

4. The Complaint is deficient in reciting factual averments and Defendant is without information upon which she can premise a meaningful response and formulate a defense.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

Respectfully submitted,

MidPenn Legal Services
Attorneys for Defendant

9-12-07
Date

BY: 
Robin Jean Foor, Esquire
ID# 41520

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

AMY M. SPADARO,

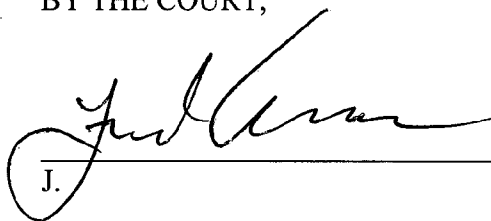
Defendant

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:
: Civil Action
:
: No. 07-1142-CD
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ORDER

AND NOW, this 14 day of September, 2007, upon consideration of Defendant Amy M. Spadaro's Preliminary Objections to Amended Complaint filed in the above captioned matter, it is the Order of the Court that argument has been scheduled for the 26th day of September, 2007 at 11:00 o'clock A.m. in Courtroom # 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


J.

FILED
SEP 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

acc
SEP 17 2007
My For
CK

FILED

SEP 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/17/07

☒ 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:

019

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

CAPITAL ONE BANK,
Plaintiff

vs.

AMY SPADARO,
Defendant

*
*
* NO.: 07-1142-CD
*
* Type of Case: Civil
*
* Type of Pleading: Motion to
* Reschedule Argument
*
* Filed on Behalf of: Amy Spadaro
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED 300
013:42/01 Amy Foor
SEP 20 2007
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

vs.

AMY M. SPADARO,

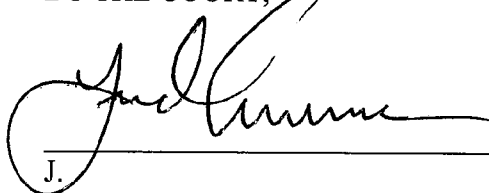
Defendant

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:
: Civil Action
:
: No. 07-1142-CD
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ORDER

AND NOW, this 24 day of Sept, 2007, upon consideration of Defendant Amy M. Spadaro's Motion to Reschedule Argument on Preliminary Objections to Amended Complaint filed in the above captioned matter, it is the Order of the Court that argument has been rescheduled for the 15th day of November, 2007 at 2:00 o'clock P.m. in Courtroom # 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


J.

FILED
07/0034
SEP 24 2007

William A. Shaw
Prothonotary/Clerk of Courts
3cc Atty For

(60)

FILED

SEP 24 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/24/07

☒ 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

No. 07-1142-CD

vs.

SECOND AMENDED COMPLAINT
IN CIVIL ACTION

AMY M SPADARO

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.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05974905

FILED
M/11:2801
SEP 27 2007
cc
(64)

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. 07-1142-CD

AMY M SPADARO

Defendant

SECOND AMENDED 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

SECOND AMENDED COMPLAINT

1. Plaintiff, Capital One Bank is a corporation with offices in 140 East Shore Drive, Glen Allen, VA. 23059.

2. Defendant is adult individual (s) residing at 520 Knarr Street, Du Bois, PA. 15801.

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 5291492116383866.

4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of September 04, 2007, in the amount of \$6,201.36. Attached hereto, marked as Exhibit "A" and made a part hereof are true and correct copies of the monthly statements on Defendant's aforementioned account, account number 5291492116383866, date December 04, 2001 through November 03, 2005.

5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable. A true and correct copy of the written customer agreement is attached hereto, marked as Exhibit "B" and made a part hereof.

6. Plaintiff is entitled to the addition of interest at the rate of 14.900% per annum on the unpaid balance from September 04, 2007.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

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011

Welcome to Capital One!

Now is the  time to consolidate higher interest-rate balances onto your Capital One credit card! With no fee for the service and your low APR, you'll save money  with **Smart Switch**.
Just call **1-800-955-7070** (24 hours a day, 7 days a week) to make the **Smart Switch!**

- HAVE THE FOLLOWING INFORMATION READY WHEN YOU CALL **1-800-955-7070** TO MAKE THE **SMART SWITCH**:
- 1 The name of the credit card or loan issuer
 - 2 The account number
 - 3 The exact dollar amount you want to transfer

011-1001



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866
DEC 04, 2001 - JAN 03, 2002
Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$2,600.00
Finance Charges	\$0.00
New Balance	\$2,600.00
Minimum Amount Due	\$78.00
Payment Due Date	February 02, 2002
Total Credit Line	\$7,000
Total Available Credit	\$4,400.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$3,500.00

Payments, Credits and Adjustments

Transactions		
1	27 DEC	BALANCE TRANSFER CITIBANK/HOME SVGS \$2,600.00

At your service
To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

Finance Charges *Please see reverse side for important information*

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.01342%	4.90%	\$0.00
CASH	\$0.00	.01342%	4.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

68256P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 2600000000000078007

New Balance	\$2,600.00
Minimum Amount Due	\$78.00
Payment Due Date	February 02, 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

068256

#9000400631316489# MAIL ID NUMBER
AMY M SPADARO
42 ARMINA ST
DU BOIS PA 15801

EXHIBIT
"A"

Use **Smart Switch** to save time  and money by transferring higher-rate balances

to your Capital One card. just call toll free

1-800-955-7070  today to speak to one of

our helpful customer relations associates!

If you would like to learn more about Capital One or review your account online, please visit us at the following Web site:

Capital One Homepage
www.capitalone.com



1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will receive 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 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.

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 is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01LGLBAK

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.

Welcome to Capital One!

011

Now is the  time to consolidate higher interest-rate balances onto your Capital One credit card! With no fee for the service and your low APR, you'll save money  with **Smart Switch**. Just call **1-800-955-7070** (24 hours a day, 7 days a week) to make the **Smart Switch!**

HAVE THE FOLLOWING INFORMATION READY WHEN YOU CALL **1-800-955-7070** TO MAKE THE **SMART SWITCH**:

- 1 The name of the credit card or loan issuer
- 2 The account number
- 3 The exact dollar amount you want to transfer

011-1001

Capital One



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

JAN 04 - FEB 03, 2002

Page 1 of 1

Account Summary

Previous Balance	\$2,600.00
Payments, Credits and Adjustments	\$100.00
Transactions	\$0.00
Finance Charges	\$10.81
New Balance	\$2,510.81
Minimum Amount Due	\$53.00
Payment Due Date	March 02, 2002
Total Credit Line	\$7,000
Total Available Credit	\$4,489.19
Credit Line for Cash	\$3,500
Available Credit for Cash	\$3,500.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 02 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	\$2,598.78	.01342%	4.90%	\$10.81
CASH	\$0.00	.01342%	4.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

4.90%

745M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 2510810100000053006

New Balance \$2,510.81
Minimum Amount Due \$53.00
Payment Due Date March 02, 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



000745



#9003400631316486# MAIL ID NUMBER
AMY M SPADARO
42 ARMINA ST
DU BOIS PA 15801-1111



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

Use **Smart Switch** to save time  and money by transferring higher-rate balances to your Capital One card. Just call toll free

1-800-955-7070  today to speak to one of our helpful customer relations associates!

If you would like to learn more about Capital One or review your account online, please visit us at the following Web site:

Capital One Homepage
www.capitalone.com



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 that 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 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.

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.

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Capital One



PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

FEB 04 - MAR 03, 2002

Page 1 of 1

Account Summary

Previous Balance \$2,510.81
Payments, Credits and Adjustments \$100.00
Transactions \$0.00
Finance Charges \$9.42

New Balance \$2,420.23
Minimum Amount Due \$25.00
Payment Due Date April 03, 2002

Total Credit Line \$7,000
Total Available Credit \$4,579.77
Credit Line for Cash \$3,500
Available Credit for Cash \$3,500.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 P.O. Box 85015
Richmond, VA 23276 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 02 MAR 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	\$2,508.22	.01342%	4.90%	\$9.42
CASH	\$0.00	.01342%	4.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

4.90%

825M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 2420230100000025001

New Balance \$2,420.23
Minimum Amount Due \$25.00
Payment Due Date April 03, 2002

Total enclosed \$

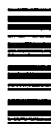
Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

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



000825



#9006200631316487# MAIL ID NUMBER
AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111



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: EMERALD

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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 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 of our service is subject to PeoplePC's 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; 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.

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

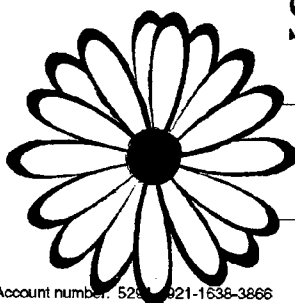
‡ Does not apply to business non-credit card accounts

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03R03 0 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 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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PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

MAR 04 - APR 03, 2002

Page 1 of 1

Account Summary

Previous Balance	\$2,420.23
Payments, Credits and Adjustments	\$350.00
Transactions	\$676.58
Finance Charges	\$12.07
New Balance	\$2,758.88
Minimum Amount Due	\$0.00
Payment Due Date	May 03, 2002
Total Credit Line	\$7,000
Total Available Credit	\$4,241.12
Credit Line for Cash	\$3,500
Available Credit for Cash	\$3,500.00

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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 APR	PAYMENT RECEIVED - THANK YOU	\$350.00-
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Transactions

2	09 MAR	MILLER BROS FURNITURE DEBOIS PA	\$528.94
3	26 MAR	COOPER TIRE & AUTO DUBOIS PA	147.64

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,901.07	.01342%	4.90%	\$12.07
CASH	\$0.00	.01342%	4.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

4.90%

3892M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 2758880350000000001

New Balance	\$2,758.88
Minimum Amount Due	\$0.00
Payment Due Date	May 03, 2002
Total enclosed \$	

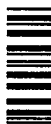
Please print address changes below using blue or black ink.

Street: _____ Apt. # _____
City: _____ State: _____ ZIP: _____
Home Phone: _____ Alternate Phone: _____

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



003892



#9009400631316480# MAIL ID NUMBER
AMY M SPADARO
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DU BOIS PA 15801-1111



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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.

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 Question 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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website at www.capitalone.com.

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One Financial Corporation. All rights reserved. © 2006
Capital One 01LGLEAK

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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!**

**Take
Advantage
Of Your Low
Purchase APR!**

**Ready To Cash
Or Deposit!**

*Please see important information
below check on reverse.

AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111

Date _____
Check expires June 30, 2002

8300

68-677/510
549500-01
2100

Pay To The Order Of AMY M SPADARO **\$3,500.00**
Three Thousand Five Hundred and 00/100 Dollars

Capital One® Purchase Check®
Richmond, VA

Memo _____ Customer Signature _____

⑆051006778⑆8652116383866⑆ 8300

Capital One®



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

APR 04 - MAY 03, 2002
Page 1 of 1

Account Summary

Previous Balance	\$2,758.88
Payments, Credits and Adjustments	\$2,400.00
Transactions	\$457.64
Finance Charges	\$11.40
New Balance	\$827.92
Minimum Amount Due	\$0.00
Payment Due Date	June 03, 2002
Total Credit Line	\$7,000
Total Available Credit	\$6,172.08
Credit Line for Cash	\$3,500
Available Credit for Cash	\$3,500.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 is a proud sponsor of the American Film Institute's CBS primetime special presentation - AFI's 100 YEARS-100 PASSIONS. If you love movies, tune in to CBS, Tuesday, June 11 from 8-11 PM (ET/PT) 7-10 PM (CT), as AFI counts down the 100 greatest love stories from the past 100 years of filmmaking. Which of your favorite films will be honored? Could it be THE WAY WE WERE, WEST SIDE STORY, CASABLANCA, PRETTY WOMAN, SLEEPLESS IN SEATTLE or another one of your favorites? You'll have to watch to find out. Don't miss it!

Payments, Credits and Adjustments

1 03 MAY	PAYMENT RECEIVED - THANK YOU	\$2,400.00-
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Transactions

2 13 APR	SEARS ROEBUCK 2124 DUBOIS USA	\$55.54
3 13 APR	ELECTS BOUTIQUE #264 DUBOIS PA	31.78
4 27 APR	MURRAY'S FORD INC DUBOIS PA	370.32

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,831.90	.01342%	4.90%	\$11.40
CASH	\$0.00	.01342%	4.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 4.90%

39840S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 5291492116383866 03 0827922400000000002

New Balance	\$827.92
Minimum Amount Due	\$0.00
Payment Due Date	June 03, 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



039840



#9012400631316485# MAIL ID NUMBER
AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111



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! 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:** This check will be treated as a purchase according to the terms of your Customer Agreement and any amendments to it. 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 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. © 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 balances 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 authorization to re-open 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.

No
Transaction Fee!

Easy Access To
Your Credit Line!

Great For Paying
Off Other Debts!

* Please see important information
below check on reverse.

AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111

Date _____
Check expires July 31, 2002

8326

68-677/510

541301-01
02101

Pay To The
Order Of

VOID

Dollars

Capital One® Purchase Check®

Richmond, VA

Memo

Customer Signature

⑆05 1006 778 ⑆865 21 1638 3866 ⑆ 8326

Capital One®



PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

MAY 04 - JUN 03, 2002

Page 1 of 1

Account Summary

Previous Balance \$827.92
Payments, Credits and Adjustments \$100.00
Transactions, including Monthly Bills \$252.98
Finance Charges \$3.99

New Balance \$984.89
Minimum Amount Due \$0.00
Payment Due Date July 03, 2002

Total Credit Line \$7,000
Total Available Credit \$6,015.11
Credit Line for Cash \$3,500
Available Credit for Cash \$3,500.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 01 JUN PAYMENT RECEIVED - THANK YOU \$100.00-

Transactions

2 18 MAY LOWE'S #1010 DUBOIS PA \$84.77
3 18 MAY WAL MART DU BOIS PA 127.51

Monthly Bills and Related Expenses

4 17 MAY B-LINK COMMUNICATIONS DUBOIS PA \$40.70

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	\$960.10	.01342%	4.90%	\$3.99
CASH	\$0.00	.01342%	4.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

4.90%

40372A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 5291492116383866 03 0984890100000000003

New Balance \$984.89
Minimum Amount Due \$0.00
Payment Due Date July 03, 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



040372



#9015500631316489# MAIL ID NUMBER
AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111



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: If the attached check is a Purchase Check, it will be treated as a purchase according to the terms of your Customer Agreement and any amendments to it but may not qualify for any rewards programs. If the attached check is a Select Check, it will be posted to the Special Transfer segment of your account and all and any balances posted to the Special Transfer segment will be subject to the terms of your Customer Agreement and any amendments to it but may not qualify for any rewards programs. Any Select Check posted after the expiration date will be treated as a cash advance (including any applicable cash advance fee) and will receive your Cash Advance segment APR and 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. © 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, 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.

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 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 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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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!**

**Take
Advantage
Of Your Low
Purchase APR!**

**Easy Access To
Your Credit Line!**

* Please see important information
below check on reverse.

AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111

Date _____
Check expires August 31, 2002

8301
68-677/510
541301-01
02102

Pay To The
Order Of

VOID

Dollars

Capital One® Purchase Check*
Richmond, VA

Memo _____ Customer Signature _____

⑆05 10067781 86521 16383866⑈ 8301

Capital One®



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

JUN 04 - JUL 03, 2002
Page 1 of 2

Account Summary

Previous Balance	\$984.89
Payments, Credits and Adjustments	\$0.00
Transactions	\$0.00
Finance Charges	\$3.97
New Balance	\$988.86
Minimum Amount Due	\$0.00
Payment Due Date	August 03, 2002
Total Credit Line	\$7,000
Total Available Credit	\$6,011.14
Credit Line for Cash	\$3,500
Available Credit for Cash	\$3,500.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$986.80	.01342%	4.90%	\$3.97
CASH	\$0.00	.01342%	4.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 4.90%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 5291492116383866 03 0988860100000000002

New Balance	\$988.86
Minimum Amount Due	\$0.00
Payment Due Date	August 03, 2002
Total enclosed \$	

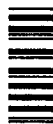
Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

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



055611



#9018500631316486# MAIL ID NUMBER
AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111



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



038250 0100

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55611A

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:** If the attached check is a Purchase Check, it will be treated as a purchase according to the terms of your Customer Agreement and any amendments to it but may not qualify for any rewards programs. If the attached check is a Select Check, it will be posted to the Special Transfer segment of your account and all and any balances posted to the Special Transfer segment will be subject to the terms of your Customer Agreement and any amendments to it but may not qualify for any rewards programs. Any Select Check posted after the expiration date will be treated as a cash advance (including any applicable cash advance fee) and will receive your Cash Advance segment APR and will be subject to cash credit availability. 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 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 unprocessed 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. © 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 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.

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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.

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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Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01LSLBAK

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.

AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111

Date

Expires August 30, 2002

8302
68-677/510
200777

Pay to the order of

VOID

\$

Dollars

Capital One® Richmond, VA

Memo

Cardholder
Signature

⑆051006778⑆8652116383866⑆ 8302

**Extend your purchasing
power with the attached
Purchase Checks**

Total Available Credit \$6,172.08

Save with checks that carry
your great purchase APR of
4.9%

Transferring balances is a
simple, smart solution for
debt consolidation

No transaction fee

Hurry! This offer expires
August 30, 2002

AMY M SPADARO,

Page 2 of 2

The attached Purchase Checks* now make accessing the credit on your Capital One® account more convenient. And because there is no transaction fee for using them, they're a smart alternative, as well.

Capital One Purchase Checks. No transaction fee.

Purchase Checks are a great value. With no transaction fee, they are the affordable way to purchase big-ticket items and consolidate debt by paying off higher-interest-rate balances at your great purchase APR. Use these convenient checks or call 1-877-476-7939 and transfer balances right over the phone.

The power of your Capital One account. The convenience of checks.

Your Capital One card is accepted at millions of locations around the world, but sometimes using it is not an option. Use Purchase Checks instead. There is no transaction fee and Purchase Checks are ready to use for any occasion. Purchase something you've always wanted. Or transfer a balance from a higher-interest-rate card or loan. It's that easy! Just be sure that the total of your checks doesn't exceed your available credit limit.

We thank you for your business and look forward to meeting your future financial needs.

Sincerely,

Peter A. Schnall,
Executive Vice President

P.S. Purchase Checks are a great way to
pay off higher-interest-rate balances.
Be sure to use them before they
expire on August 30, 2002.

**Transfer balances and
start saving
with Capital One!**

Call 1-877-476-7939 today!

*Please see reverse side for the terms and conditions of using these checks.

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See reverse for answers to frequently asked questions about Purchase Checks and balance transfers ...
200777

AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111

Date

Expires August 30, 2002

8303
68-677/510
200777

Pay to the order of

VOID

\$

Dollars

Capital One® Richmond, VA

Memo

Cardholder
Signature

⑆051006778⑆8652116383866⑆ 8303



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Answers to frequently asked questions

Purchase Checks

- 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 anything — whether you're shopping for new clothes, making a major home improvement 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: First of all, you can save money by transferring higher-interest-rate balances to your Capital One card at your current purchase APR. Secondly, by consolidating debt, you'll have just one payment to make for greater ease and convenience.
- Q: Where are Purchase Checks accepted?**
A: Purchase Checks are accepted wherever you'd normally use your regular personal checks. You can even use them at places that don't accept credit cards.
- Q: Is there a transaction fee?**
A: There is no transaction fee for using Purchase Checks to access your Capital One account.
- 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 savings and flexibility!

* 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.

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Balance Transfers

- Q: How do I transfer balances from other accounts?**
A: Simply use the Purchase Checks to pay off your creditors (up to your available credit line). Or call 1-877-476-7939 to make transfers by phone. Capital One will then place a charge on your credit card account representing each transaction.
- Q: Why would I want to transfer balances?**
A: Transfer your balances to your Capital One card and take advantage of the low interest rate to consolidate your debts into one monthly payment.
- Q: For what kinds of accounts can I use the balance transfer service?**
A: You can transfer balances from non-Capital One accounts such as personal loans, student loans, auto loans, home equity loans and other similar accounts, in addition to credit cards including MasterCard®, Visa®, American Express®, Discover® and retail cards.
- Q: Once I transfer balances, will my other accounts be closed?**
A: We will not close your accounts. If you want to close your accounts, you must contact your other creditors directly.
- Q: What interest rate will I be charged?**
A: Balances you transfer will get the same great APR as your purchases. Plus, there's absolutely no service fee.
- Q: Do I need to continue making payments to my other creditors?**
A: Yes, you'll still need to make payments on your other accounts until your Purchase Checks or call-in balance transfers have been processed.

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 RESERVED FOR FINANCIAL INSTITUTION USE *

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
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5291 4921 1638 3866

Date _____



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

Page 1 of 2

~~\$100.00~~

4.90%

Street		Apt. #
City	State	ZIP
Home Phone		Alternate Phone

016720

#9021600631316489# MAIL ID NUMBER
AMY M SPADARO
42 ARMINSTA ST
DU BOIS PA 15801-1111

Abstract

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

[illegible][illegible]

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Capital One

Terms of Offer: I authorize you to bill my Capital One credit card account for the amount(s) listed for balance transfers. I understand that if the full amount of my transfer request is greater than my available credit and I am not approved for a credit limit increase, I may be approved for a partial balance transfer (minimum \$200) up to my available credit line. I understand that you will advise me if you are unable to process my payment request for any reason. In addition, Capital One will not be responsible for any charges billed to me for the balance transfers. Please remember that balance transfers do not qualify for any rewards programs. © 2002 Capital One Services, Inc. Capital One is a federally regulated service mark and registered trademark.

- ### 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" by the payment due date.

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period (i.e., assessed finance charge) from the date of the transaction or 2) from the date the transaction is remitted 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 amount of your bill. Finance charges on 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 transfers, and actual payments) 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 that 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. We then add this finance charge to 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 of each segment, add or subtract any cash advance and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payment or credit to arrive at the new daily balance for that segment. This gives us the separate daily balances for each segment of your account. However, if you paid the amount shown on your previous statement in full (or if your new balance was zero), your purchases or cash advances are not added to the daily balances. We add the new balances to the previous balances, and now balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total periodic finance charge, we multiply the sum 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 billed to you.

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 net 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 on the date indicated.

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 and to 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 cancel any recurring payments. If you have any preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until all billings are paid in full. If you have any transactions have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account, these fees are not waived. If there are any other items that are pending or scheduled to 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 being assessed to your account. If you have requested the account to be closed or the termination of the account, you will be responsible for any charges assessed to the account.

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.

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 of paper. We will investigate your inquiry and answer it as soon as possible. If you have 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 request a copy of our Billing Policy. We will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the error, the date 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 more bills until we have resolved your question. If you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot take any action to suspend or take any action to collect the report you are disputing.

‡,† 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 goods, these 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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03R30 0 0100

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16720S

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.

8316
68-677/510
200815

Pay to the order of

VOID

\$

Dollars

Capital One® Richmond, VA

Memo

**Cardholder
Signature**

1:0510067781:8652116383866" 8316

***Start saving with
the attached Purchase
Check and Smart Switch
balance transfers!***

Total Available Credit \$6,015

Save with a check that carries your
great purchase APR of 4.9%

**Transfer higher-interest balances with
Smart Switch and consolidate debt**

No transaction fee

**Hurry! This offer expires
September 30, 2002**

AMY M SPADARO,

Page 2 of 2

The attached Purchase Check* makes accessing the credit on your Capital One® account more convenient than ever. Another easy way to access your account — and save — is with the *Smart Switch*® balance transfer program. Both are designed to provide fast, simple access to your account, and best of all there are absolutely no transaction fees!

The power of your Capital One account. The convenience of checks.

With the attached Purchase Check, you'll have the security of your Capital One card — even at places where credit cards are not accepted. Use your Purchase Check to purchase something you've always wanted, to pay off higher-interest-rate loans and credit card balances or to buy a special gift. The choice is yours! Just be sure that the amount of your check doesn't exceed your available credit line.

Start saving with *Smart Switch* balance transfers.

Smart Switch is another great way to take advantage of your Capital One account. *Smart Switch* allows you to transfer higher-interest-rate loan and credit card balances to your Capital One account at your current 4.9% purchase APR.

Simply choose the balances you'd like to transfer, then fill out the form at the bottom of this letter and mail it back to us with your payment. Once approved, we'll automatically transfer these balances to your Capital One account at your current purchase APR — and you'll start saving!

Thank you for your business and hope you'll enjoy the convenience of your Purchase Check and the *Smart Switch* program.

Sincerely,

Peter A. Edmull

Peter A. Schnall, Executive Vice President

P.S. Don't miss your chance to save. Transfer balances with your convenient Purchase Check or with the attached form. But hurry — your check expires September 30, 2002.

*Please see reverse side for the terms and conditions of using this check.

See reverse for answers to frequently asked questions about Purchase Checks and balance transfers →

16720S

Smart Switch Balance Transfer Request

▼ Detach here and return. ▼

200815

200815

☒ **YES!** I want to start saving by transferring my balances to Capital One®

I authorize you to bill my Capital One credit card account for the amount(s) listed for balance transfers. I understand that if the full amount of my transfer request is greater than my available credit and I am not approved for a limit increase, I may be approved for a partial balance transfer (minimum \$200) up to my available credit. I understand that you will advise me if you are unable to process my payment request for any reason. In addition, Capital One will not be responsible for any charges billed to me for the account(s) indicated. *Please remember that balance transfers may not qualify for any reward programs.*

Start saving time and money now with our *Smart Switch*[®] balance transfer program. The maximum total transfer amount will be based on your approved credit line. Minimum transfer amount must be greater than \$10, and with no transaction fee for this service, you can combine your outstanding loans and credit card balances without additional fees. ***Please print clearly in black or blue ink to complete this request.***

Capital One[illegible]

Use the reverse side for any additional transfers ...✶

Signature _____

Date _____

I have read the Important Notice on the reverse and agree to be bound as specified therein.

2103-02-8028
AMY M SPADARO

Expires: September 30, 2002
5291-4921-1638-3866

A

5291 4921 1638 3866

Signature _____

Date _____



23247S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



New Balance	\$1,313.05
Minimum Amount Due	\$0.00
Payment Due Date	October 03, 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



023247



#9024700631316484# MAIL ID NUMBER
AMY M SPADARO
42 ARMINSTA ST
DU BOIS PA 15801-1111



Please write 5291-4921-1638-3866 on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

ZIP

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Capital One

Terms of Offer: I authorize you to bill my Capital One credit card account for the amount(s) listed for balance transfers. I understand that if the full amount of my transfer request is greater than my available credit and I am not approved for a credit limit increase, I may be approved for a partial balance transfer (minimum \$200) up to my available credit line. I understand that you will advise me if you are unable to process my payment request for any reason. In addition, Capital One will not be responsible for any charges billed to me for the amount(s) transferred. Please remember that balance transfers do not qualify for any rewards programs. © 2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

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.

AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111

Date

Expires October 31, 2002

10047

68-677/510

200823

Pay to the order of

VOID

\$

Dollars

Capital One® Richmond, VA

Memo

Cardholder
Signature

10047 105100677818652116383866

**Extend your purchasing
power with the attached
Purchase Checks**

Total Available Credit \$6,111.00

Save with checks that carry
your great purchase APR of
4.9%

Transferring balances is a
simple, smart solution for
debt consolidation

No transaction fee

Hurry! This offer expires
October 31, 2002

AMY M SPADARO,

Page 2 of 2

The attached Purchase Checks* now make accessing the credit on your Capital One® account more convenient. And because there is no transaction fee for using them, they're a smart alternative, as well.

Capital One Purchase Checks. No transaction fee.

Purchase Checks are a great value. With no transaction fee, they are the affordable way to purchase big-ticket items and consolidate debt by paying off higher-interest-rate balances at your great purchase APR. Use these convenient checks or call 1-877-476-7939 to transfer balances right over the phone.

The power of your Capital One account. The convenience of checks.

Your Capital One card is accepted at millions of locations around the world, but sometimes using it is not an option. Use Purchase Checks instead. There is no transaction fee and Purchase Checks are ready to use for any occasion. Purchase something you've always wanted. Or transfer a balance from a higher-interest-rate card or loan. It's that easy! Just be sure that the total of your checks doesn't exceed your available credit line.

We thank you for your business and look forward to meeting your future financial needs.

Sincerely,

Peter A. Schnall,
Executive Vice President

P.S. Purchase Checks are a great way to
pay off higher-interest-rate balances.
Be sure to use them before they
expire on October 31, 2002.

**Transfer balances and
start saving
with Capital One!**

Call 1-877-476-7939 today!

*Please see reverse side for the terms and conditions of using these checks.

232475

See reverse for answers to frequently asked questions about Purchase Checks and balance transfers

200823

AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111

Date

Expires October 31, 2002

10048

68-677/510

200823

Pay to the order of

VOID

\$

Dollars

Capital One® Richmond, VA

Memo

Cardholder
Signature

10048 105100677818652116383866



0 16360

23247S

Answers to frequently asked questions

Purchase Checks

- 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 anything — whether you're shopping for new clothes, making a major home improvement 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: First of all, you can save money by transferring higher-interest-rate balances to your Capital One card at your current purchase APR. Secondly, by consolidating debt, you'll have just one payment to make for greater ease and convenience.
- Q: Where are Purchase Checks accepted?**
A: Purchase Checks are accepted wherever you'd normally use your regular personal checks. You can even use them at places that don't accept credit cards.
- Q: Is there a transaction fee?**
A: There is no transaction fee for using Purchase Checks to access your Capital One account.
- 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 savings and flexibility!

Balance Transfers

- Q: How do I transfer balances from other accounts?**
A: Simply use the Purchase Checks to pay off your creditors (up to your available credit line). Or call 1-877-476-7939 to make transfers by phone. Capital One will then place a charge on your credit card account representing each transaction.
- Q: Why would I want to transfer balances?**
A: Transfer your balances to your Capital One card and take advantage of the low interest rate to consolidate your debts into one monthly payment.
- Q: For what kinds of accounts can I use the balance transfer service?**
A: You can transfer balances from non-Capital One accounts such as personal loans, student loans, auto loans, home equity loans and other similar accounts, in addition to credit cards including MasterCard®, Visa®, American Express®, Discover® and retail cards.
- Q: Once I transfer balances, will my other accounts be closed?**
A: We will not close your accounts. If you want to close your accounts, you must contact your other creditors directly.
- Q: What interest rate will I be charged?**
A: Balances you transfer will get the same great APR as your purchases. Plus, there's absolutely no service fee.
- Q: Do I need to continue making payments to my other creditors?**
A: Yes, you'll still need to make payments on your other accounts until your Purchase Checks or call-in balance transfers have been processed.

* 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.

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ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 RESERVED FOR FINANCIAL INSTITUTION USE *

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 RESERVED FOR FINANCIAL INSTITUTION USE *

With Capital One® It's All About Choice!

561500-01

Call Today And Choose The Loan That's Right For You.

EXCLUSIVELY FOR
Capital One®
CARDHOLDERS

... Personal Loan of your choice

- \$10,000 at \$207.10 per month
- \$15,000 at \$310.65 per month
- \$20,000 at \$414.20 per month

... 8.9% Fixed APR

for the life of the loan

... Fixed monthly payments for 60 months

Offer expires 11/28/02.

Invitation No.: 6639-284268405-139-21

Interested? Call us toll free at 1-800-861-8594
and refer to the Invitation Number above.

Capital One®



PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

SEP 04 - OCT 03, 2002

Page 1 of 2

Account Summary

Previous Balance	\$1,313.05
Payments, Credits and Adjustments	\$175.00
Transactions	\$309.83
Finance Charges	\$5.55
New Balance	\$1,453.43
Minimum Amount Due	\$0.00
Payment Due Date	November 02, 2002
Total Credit Line	\$7,000
Total Available Credit	\$5,546.57
Credit Line for Cash	\$3,500
Available Credit for Cash	\$3,500.00

Payments, Credits and Adjustments

1	05 SEP	PAYMENT RECEIVED - THANK YOU	\$100.00-
2	25 SEP	PAYMENT RECEIVED - THANK YOU	75.00-

Transactions

3	10 SEP	COOPER TIRE & AUTO DUBOIS PA	\$150.31
4	21 SEP	MONRO MUFFLER/BRAKE #3 DUBOIS PA	90.62
5	24 SEP	COOPER TIRE & AUTO DUBOIS PA	68.90

***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***

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	\$1,378.96	.01342%	4.90%	\$5.55
CASH	\$0.00	.01342%	4.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

4.90%

19737S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 5291492116383866 03 1453430075000000009

New Balance	\$1,453.43
Minimum Amount Due	\$0.00
Payment Due Date	November 02, 2002
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



019737



#9027700631316481# MAIL ID NUMBER
AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111



Please write 5291-4921-1638-3866 on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

FEDERAL DISCLOSURE STATEMENT

CAPITAL ONE BANK OR CAPITAL ONE, F.S.B. (CAPITAL ONE)

Finance Charge. The finance charge is calculated based on monthly payments being posted to your account on the due date shown on your periodic statement.

DELINQUENCY - ENTIRE BALANCE DUE - DEMAND FEATURE. If you don't make a payment on time, your payment is delinquent. When that happens, you agree that, without giving you any advance notice and to the extent permitted by law, we can require you to pay the remaining balance of your loan at once. You agree to pay all collection costs that we may incur, including attorneys' fees equal to 15% of the amount outstanding.

LATE CHARGE. If any part of a payment is more than seven (7) days late, you agree that we may charge you a late charge of \$29.

Prepayment. If you pay off your loan early, you will not pay a prepayment penalty. You may refer to the Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and charges.

LOAN AGREEMENT

CREDITOR-PARTIES. The words "you" and "your" mean each of the Borrowers who signs the Loan Application. The words "we," "us," and "our" refer to Capital One Bank or Capital One, F.S.B., (Capital One) the creditor in this transaction.

INTEREST CALCULATION METHOD. Interest is computed on the monthly Average Daily Balance of your loan. To compute your Average Daily Balance, we take the beginning balance of your loan each day, subtract any payments or credits applied to your loan and subtract any unpaid interest included in your balance. This gives us your daily balance. We then add up the balance for each day of the month covered by your monthly billing statement and divide that total by the number of days covered by your monthly statement. This gives us the Average Daily Balance. Then we multiply your Average Daily Balance by Your Interest Rate, divided by 12 months.

RETURNED CHECK CHARGE. If you pay with a check which is dishonored or returned, you agree to pay us on demand a charge of \$25.

FINAL PAYMENT, LATE CHARGE AND RETURNED CHECK CHARGE. A loan that has unpaid principal, interest, late fees, returned check charges or any other fees or charges at the end of the term will not be regarded as "paid in full."

STATE LAW. Your loan and this Loan Agreement are governed by federal law and the laws of Virginia.

This offer is nontransferable and is void to residents of U.S. dependent areas. \$25,000 minimum household income required.

Conditions of Offer: I am applying to Capital One Bank or Capital One, F.S.B., (Capital One) for this loan. Everything that I have stated during any telephone application process is correct to the best of my knowledge. I understand that I must be 18 years or older and a U.S. citizen or permanent resident alien to apply. I understand that this offer is based on an initial assessment that I met Capital One's credit standards. Capital One maintains the right not to approve my loan if the information provided on or with my Loan Application is incomplete, inaccurate or unverifiable, or if I no longer meet Capital One's standards for creditworthiness, and/or if Capital One receives my Loan Application after the offer has expired. I understand that Capital One will retain any information obtained during the telephone application process whether or not my loan application is approved. I understand that Capital One maintains the right not to open my account if I have a current Capital One installment loan or if I have responded to a previous Capital One installment loan offer within the last 90 days. Capital One is authorized to check my credit and employment history and to answer questions about Capital One's credit experience with me. In this paragraph, the words "I," "me" and "my" refer to each person who signs the Loan Application. An applicant, if married, may apply for a separate account. Capital One supports information privacy protection: See our Web site at www.capitalone.com.

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03/31 0101
2-56-10--

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 Repetitive 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: 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 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.

AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111

Date

Expires 11/30/2002

10063

68-677/510
200841

Pay to the order of

VOID

\$

Dollars

MilesOne® Richmond, VA

Memo

Cardholder
Signature

⑈ 10063 ⑈ ⑆ 051006778 ⑆ 86521 ⑆ 6383866 ⑈

*Extend your purchasing
power with the attached
Purchase Checks*

Total Available Credit \$6,182

*Save with checks that carry
your great purchase APR of
4.9%*

*Transferring balances is a
simple, smart solution for
debt consolidation*

No transaction fee

*Hurry! This offer expires
11/30/2002*

AMY M SPADARO,

Page 2 of 2

The attached Purchase Checks* now make accessing the credit on your Capital One® account more convenient. And because there is no transaction fee for using them, they're a smart alternative, as well.

Capital One Purchase Checks. No transaction fee.

Purchase Checks are a great value. With no transaction fee, they are the affordable way to purchase big-ticket items and consolidate debt by paying off higher-interest-rate balances at your great purchase APR. Use these convenient checks or call 1-877-476-7939 to transfer balances right over the phone.

The power of your Capital One account. The convenience of checks.

Your Capital One card is accepted at millions of locations around the world, but sometimes using it is not an option. Use Purchase Checks instead. There is no transaction fee and Purchase Checks are ready to use for any occasion. Purchase something you've always wanted. Or transfer a balance from a higher-interest-rate card or loan. It's that easy! Just be sure that the total of your checks doesn't exceed your available credit line.

We thank you for your business and look forward to meeting your future financial needs.

Sincerely,

Peter A. Schnall,
Executive Vice President

P.S. Purchase Checks are a great way to
pay off higher-interest-rate balances.
Be sure to use them before they
expire on 11/30/2002.

**Transfer balances and
start saving
with Capital One!**

Call 1-877-476-7939 today!

*Please see reverse side for the terms and conditions of using these checks.

19737S

See reverse for answers to frequently asked questions about Purchase Checks and balance transfers →
200841

AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111

Date

Expires 11/30/2002

10064

68-677/510
200841

Pay to the order of

VOID

\$

Dollars

MilesOne® Richmond, VA

Memo

Cardholder
Signature

⑈ 10064 ⑈ ⑆ 051006778 ⑆ 86521 ⑆ 6383866 ⑈

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

Answers to frequently asked questions

Purchase Checks

- 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 anything — whether you're shopping for new clothes, making a major home improvement 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: First of all, you can save money by transferring higher-interest-rate balances to your Capital One card at your current purchase APR. Secondly, by consolidating debt, you'll have just one payment to make for greater ease and convenience.
- Q: Where are Purchase Checks accepted?**
A: Purchase Checks are accepted wherever you'd normally use your regular personal checks. You can even use them at places that don't accept credit cards.
- Q: Is there a transaction fee?**
A: There is no transaction fee for using Purchase Checks to access your Capital One account.
- 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 savings and flexibility!

Balance Transfers

- Q: How do I transfer balances from other accounts?**
A: Simply use the Purchase Checks to pay off your creditors (up to your available credit line). Or call 1-877-476-7939 to make transfers by phone. Capital One will then place a charge on your credit card account representing each transaction.
- Q: Why would I want to transfer balances?**
A: Transfer your balances to your Capital One card and take advantage of the low interest rate to consolidate your debts into one monthly payment.
- Q: For what kinds of accounts can I use the balance transfer service?**
A: You can transfer balances from non-Capital One accounts such as personal loans, student loans, auto loans, home equity loans and other similar accounts, in addition to credit cards including MasterCard®, Visa®, American Express®, Discover® and retail cards.
- Q: Once I transfer balances, will my other accounts be closed?**
A: We will not close your accounts. If you want to close your accounts, you must contact your other creditors directly.
- Q: What interest rate will I be charged?**
A: Balances you transfer will get the same great APR as your purchases. Plus, there's absolutely no service fee.
- Q: Do I need to continue making payments to my other creditors?**
A: Yes, you'll still need to make payments on your other accounts until your Purchase Checks or call-in balance transfers have been processed.

* 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.

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With Capital One®, It's All About Choice!

563300-04

Call Today And Choose The Personal Loan That's Right For You.

You decide which loan amount and monthly payment fit your needs—you'll enjoy a low 7.9% APR and fixed monthly payments for the life of the loan.

EXCLUSIVELY FOR
Capital One®
CARDHOLDERS

Offer expires 12/29/02.

MONTHLY PAYMENT	LOAN AMOUNT	\$5,000	\$7,500	\$10,000	\$12,500	\$15,000	\$20,000
	EASY PAY OPTION	\$122 for 48 months	\$183 for 48 months	\$203 for 60 months	\$253 for 60 months	\$263 for 72 months	\$350 for 72 months
	STANDARD OPTION	\$157 for 36 months	\$235 for 36 months	\$244 for 48 months	\$305 for 48 months	\$304 for 60 months	\$405 for 60 months
	FAST PAY OPTION	\$226 for 24 months	\$339 for 24 months	\$313 for 36 months	\$392 for 36 months	\$366 for 48 months	\$488 for 48 months

All monthly payments shown have been rounded up to the next dollar.

Invitation No.: 6640-315970175-4-1

Interested? Call us toll free at 1-800-981-7635 and refer to the Invitation Number above.

Capital One®



PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

OCT 04 - NOV 03, 2002

Page 1 of 2

Account Summary

Previous Balance	\$1,453.43
Payments, Credits and Adjustments	\$0.00
Transactions	\$1,102.98
Finance Charges	\$8.65
New Balance	\$2,565.06
Minimum Amount Due	\$0.00
Payment Due Date	December 03, 2002
Total Credit Line	\$7,000
Total Available Credit	\$4,434.94
Credit Line for Cash	\$3,500
Available Credit for Cash	\$3,500.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

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

Transactions

1	04 OCT	BALANCE TRANSFER J C PENNY	\$102.61
2	04 OCT	BALANCE TRANSFER OLD NAVY	196.40
3	12 OCT	LOWE'S #1010 DUBOIS PA	30.68
4	22 OCT	PURCHASE CHECK 00010047	617.14
5	27 OCT	WAL-MART #2664 SE PUNXSUTAWN PA	156.15

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	\$2,078.09	.01342%	4.90%	\$8.65
CASH	\$0.00	.01342%	4.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

4.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 5291492116383866 03 2565060075000000007

New Balance	\$2,565.06
Minimum Amount Due	\$0.00
Payment Due Date	December 03, 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



000702

#9030700631316486# MAIL ID NUMBER
AMY M SPADARO
42 ARMINA ST
DU BOIS PA 15801-1111



Please write 5291-4921-1638-3866 on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

FEDERAL DISCLOSURE STATEMENT

CAPITAL ONE BANK OR CAPITAL ONE, F.S.B. (CAPITAL ONE)

Finance Charge. The finance charge is calculated based on monthly payments being posted to your account on the due date shown on your periodic statement.

DELINQUENCY — ENTIRE BALANCE DUE — DEMAND FEATURE. If you don't make a payment on time, your payment is delinquent. When that happens, you agree that, without giving you any advance notice and to the extent permitted by law, we can require you to pay the remaining balance of your loan at once. You agree to pay all collection costs that we may incur, including attorneys' fees equal to 15% of the amount outstanding.

LATE CHARGE. If any part of a payment is more than seven (7) days late, you agree that we may charge you a late charge of \$25.

Prepayment. If you pay off your loan early, you will not pay a prepayment penalty. You may refer to the Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and charges.

LOAN AGREEMENT

CREDITOR—PARTIES. The words "you" and "your" mean each of the Borrowers who signs the Loan Application. The words "we," "us," and "our" refer to Capital One Bank or Capital One, F.S.B. (Capital One), the creditor in this transaction.

INTEREST CALCULATION METHOD. Interest is computed on the monthly Average Daily Balance of your loan. To compute your Average Daily Balance, we take the beginning balance of your loan each day, subtract any payments or credits applied to your loan and subject any unpaid interest included in your balance. This gives us your daily balance. We then add up the balance for each day of the month covered by your monthly billing statement and divide that total by the number of days covered by your monthly statement. This gives us the Average Daily Balance. Then we multiply your Average Daily Balance by Your Interest Rate, divided by 12 months.

RETURNED CHECK CHARGE. If you pay with a check that is dishonored or returned, you agree to pay us on demand a charge of \$25.

FINAL PAYMENT; LATE CHARGE AND RETURNED CHECK CHARGE. A loan that has unpaid principal, interest, late fees, returned check charges or any other fees or charges at the end of the term will not be regarded as "paid in full."

STATE LAW. Your loan and this Loan Agreement are governed by federal law and the laws of Virginia. This offer is nontransferable and is void to residents of U.S.-dependent areas. \$25,000 minimum household income required.

Conditions of Offer: I am applying to Capital One Bank or Capital One, F.S.B. (Capital One), for this loan. Everything that I have stated during any telephone application process is correct to the best of my knowledge. I understand that I must be 18 years or older and a U.S. citizen or permanent resident alien to apply. I understand that this offer is based on an initial assessment that I met Capital One's credit standards. Capital One maintains the right not to approve my loan if the information provided on or with my Loan Invitation is incomplete, inaccurate or unverifiable, or if I no longer meet Capital One's standards for creditworthiness, and/or if Capital One receives my Loan Invitation after the offer has expired. I understand that Capital One will retain any information obtained during the telephone application process whether or not my loan application is approved. I understand that Capital One maintains the right not to open my account if I have a current Capital One installment loan or if I have responded to a previous Capital One installment loan offer within the last 90 days. Capital One is authorized to check my credit and employment history and to answer questions about Capital One's credit experience with me. In this paragraph, the words "I," "me" and "my" refer to each person who signs the Loan Invitation. An applicant, if married, may apply for a separate account. Capital One supports information privacy protection. See our Web site at www.capitalone.com.

Automated Monthly Payment Option (if applicable). Capital One will notify you when your application for a loan with automated monthly payments has been accepted. This notification will specify the dates when your automated monthly payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

If you pay with an automated monthly payment that is dishonored or returned, Capital One reserves the right to assess a \$25 "Returned Check Fee." If an automated monthly payment is returned, Capital One reserves the right to terminate this authorization and your participation therein. Monthly periodic statements will not be issued to participants in this plan.

You must notify us in writing if any information changes regarding your bank account or if you would like to change the account or financial institution from which your automated payment is debited. Please remember to include a voided check with your letter, if necessary. We must receive your written notification at least 45 days before the payment due date, or the change may not be implemented until your next payment due date. You may discontinue the plan at any time by giving us 45 days' written notice. Please send changes and termination notices to: Capital One, P.O. Box 85025, Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us via telephone at 1-877-534-6848. © 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 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 "Balance Rate Applied To," we also add any corresponding ANNUAL PERCENTAGE RATES that 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 receive the transaction 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.

Got a car loan?

Refinance it and save:

www.PeopleFirst.com/RefiEasy

Page 2 of 2

PeopleFirst.com provides:

Great Low Rates

Save money with our
everyday low rates

Easy Online Application

Save time with our fast and
easy online application

Fast Response

Get an application response
within 15 minutes during
business hours*



702M

Dear AMY M SPADARO,

Now is a great time to refinance your auto loan.

Consider this—in the time it takes to turn on your computer, you could reduce your monthly car payment as well as lower the interest rate on your auto loan.

Today, more and more savvy customers are recognizing the benefits of refinancing their auto loans via the Internet. Unlike refinancing a mortgage, online auto refinancing requires very little cash or paperwork.

PeopleFirst.com, America's largest online vehicle lender, can provide you with low rates and a hassle-free loan experience. From the comfort of your home or office you can apply for a low-interest rate auto refinance loan with no application fee and no prepayment penalty. Your only investment is the time it takes to fill out the application—about 10 minutes.

So why wait? Apply now at www.PeopleFirst.com/RefiEasy to see how much you can save by refinancing your auto loan.

Sincerely,

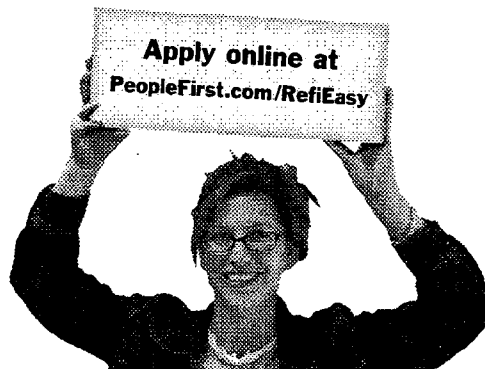
Dave G. Zeller
Chief Operating Officer
PeopleFirst.com

200845

AMY M SPADARO -

Don't put up with
high-interest rate auto loans.

*Refinance today and
start saving.*



PEOPLEFIRST.COM
A Capital One Company

Capital One®

The amount of savings will depend on your current loan situation. Therefore, please consider this when refinancing. *PeopleFirst.com business hours are Monday-Friday 9 a.m. to 5:30 p.m., Saturday 8 a.m. to noon Pacific Time. © 2002 Capital One Services, Inc. Capital One is a federally registered service mark. © 2002 PeopleFirst Finance, LLC. All rights reserved.



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702M

With Capital One® It's All About Choice!

563300-04

Call Today And Choose The Personal Loan That's Right For You.

You decide which loan amount and monthly payment fit your needs—you'll enjoy a low 7.9% APR and fixed monthly payments for the life of the loan.

EXCLUSIVELY FOR
Capital One
CARDHOLDERS

Offer expires 01/30/03.

LOAN AMOUNT	\$5,000	\$7,500	\$10,000	\$12,500	\$15,000	\$20,000
MONTHLY PAYMENT	EASY PAY OPTION	\$122 for 48 months	\$183 for 48 months	\$203 for 60 months	\$253 for 60 months	\$263 for 72 months
	STANDARD OPTION	\$157 for 36 months	\$235 for 36 months	\$244 for 48 months	\$305 for 48 months	\$304 for 60 months
	FAST PAY OPTION	\$226 for 24 months	\$339 for 24 months	\$313 for 36 months	\$392 for 36 months	\$366 for 48 months

All monthly payments shown have been rounded up to the next dollar.

Invitation No.: 6641-350256488-18-12

Interested? Call us toll free at 1-800-813-8438 and refer to the Invitation Number above.

Capital One



PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

NOV 04 - DEC 03, 2002

Page 1 of 2

Account Summary

Previous Balance \$2,565.06
Payments, Credits and Adjustments \$113.72
Transactions \$85.58
Finance Charges \$10.28

New Balance \$2,547.20
Minimum Amount Due \$0.00
Payment Due Date January 03, 2003

Total Credit Line \$7,000
Total Available Credit \$4,452.80
Credit Line for Cash \$3,500
Available Credit for Cash \$3,500.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 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!

Payments, Credits and Adjustments

1 09 NOV WAL MART CREDIT \$13.72-
2 11 NOV PAYMENT RECEIVED - THANK YOU 100.00-

Transactions

3 09 NOV JCPENNEY CO 1489 DUBOIS PA \$85.58

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$2,553.25	0.1342%	4.90%	\$10.28
CASH	\$0.00	0.1342%	4.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

4.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 2547200100000000001

New Balance \$2,547.20
Minimum Amount Due \$0.00
Payment Due Date January 03, 2003
Total enclosed \$
Account Number: 5291-4921-1638-3866

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



000734



#9033800631316481# MAIL ID NUMBER
AMY M SPADARO
42 ARMITA ST
DU BOIS PA 15801-1111



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

FEDERAL DISCLOSURE STATEMENT

CAPITAL ONE BANK OR CAPITAL ONE, F.S.B. (CAPITAL ONE)

Finance Charge. The finance charge is calculated based on monthly payments being posted to your account on the due date shown on your periodic statement.

DELINQUENCY — ENTIRE BALANCE DUE — DEMAND FEATURE. If you don't make a payment on time, your payment is delinquent. When that happens, you agree that, without giving you any advance notice and to the extent permitted by law, we may require you to pay the remaining balance of your loan at once. You agree to pay all collection costs that we may incur, including attorneys' fees equal to 15% of the amount outstanding.

LATE CHARGE. If any part of a payment is more than seven (7) days late, you agree that we may charge you a late charge of \$25.

Prepayment. If you pay off your loan early, you will not pay a prepayment penalty. You may refer to the Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and charges.

LOAN AGREEMENT

CREDITOR—PARTIES. The words "you" and "your" mean each of the Borrowers who signs the Loan Application. The words "we," "us," and "our" refer to Capital One Bank or Capital One, F.S.B. (Capital One), the creditor in this transaction.

INTEREST CALCULATION METHOD. Interest is computed on the monthly Average Daily Balance of your loan. To compute your Average Daily Balance, we take the beginning balance of your loan each day, subtract any payments or credits applied to your loan and submit any unpaid interest included in your balance. This gives us your daily balance. We then add up the balance for each day of the month covered by your monthly billing statement and divide that total by the number of days covered by your monthly statement. This gives us the Average Daily Balance. Then we multiply your Average Daily Balance by your Interest Rate, divided by 12 months.

RETURNED CHECK CHARGE. If you pay with a check that is dishonored or returned, you agree to pay us on demand a charge of \$25.

FINAL PAYMENT; LATE CHARGE AND RETURNED CHECK CHARGE. A loan that has unpaid principal, interest, late fees, returned check charges or any other fees or charges at the end of the term will not be regarded as "paid in full."

STATE LAW. Your loan and this Loan Agreement are governed by federal law and the laws of Virginia.

This offer is nontransferable and is void to residents of U.S.-dependent areas. \$25,000 minimum household income required.

Conditions of Offer: I am applying to Capital One Bank or Capital One, F.S.B. (Capital One), for this loan. Everything that I have stated during any telephone application process is correct to the best of my knowledge. I understand that I must be 18 years or older and a U.S. citizen or permanent resident alien to apply. I understand that this offer is based on an initial assessment that I met Capital One's credit standards. Capital One maintains the right not to approve my loan if the information provided on or with my Loan Invitation is incomplete, inaccurate or unverifiable, or if I no longer meet Capital One's standards for creditworthiness, and/or if Capital One receives my Loan Invitation after the offer has expired. I understand that Capital One will retain any information obtained during the telephone application process whether or not my loan application is approved. I understand that Capital One maintains the right not to open my account if I have a current Capital One installment loan or if I have responded to a previous Capital One installment loan offer within the last 90 days. Capital One is authorized to check my credit and employment history and to answer questions about Capital One's credit experience with me. In this paragraph, the words "I," "me" and "my" refer to each person who signs the Loan Invitation. An applicant, if married, may apply for a separate account. Capital One supports information privacy protection. See our Web site at www.capitalone.com.

Automated Monthly Payment Option (if applicable). Capital One will notify you when your application for a loan with automated monthly payments has been accepted. This notification will specify the dates when your automated monthly payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

If you pay with an automated monthly payment that is dishonored or returned, Capital One reserves the right to assess a \$25 "Returned Check Fee." If an automated monthly payment is returned, Capital One reserves the right to terminate this authorization and your participation therein. Monthly periodic statements will not be issued to participants in this plan.

We will notify you in writing if any information changes regarding your bank account or if you would like to change the account or financial institution from which your automated payment is debited. Please remember to include a voided check with your letter, if necessary. We must receive your written notification at least 45 days before the payment due date, or the change may not be implemented until your next payment due date. You may discontinue the plan at any time by giving us 45 days' written notice. Please send changes and termination notices to: Capital One, P.O. Box 85025, Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us via telephone at 1-877-534-6848. © 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 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 device, 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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23-9-13

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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.

With Capital One® It's All About Choice!

200862

Call Today And Choose The Loan That's Right For You.

EXCLUSIVELY FOR
Capital One
CARDHOLDERS

- Your choice of loan amounts and monthly payments
- **7.9% Fixed APR** for the life of the loan
- **Fixed** monthly payment

Offer expires 01/28/03.

Invitation No.: 6641-350256488-18-12

Interested? Call us toll free at **1-800-813-8438** and refer to the Invitation Number above.

Capital One

Page 2 of 2



Personal Loans
P.O. Box 85546
Richmond, VA 23285-5546

Dear AMY M SPADARO,

••• **7.9%**
Fixed APR
Personal Loan

••• **CHOOSE**
Amount and
Payment

••• **FREE**
Automated Monthly
Payment Option

••• **NO**
Prepayment
Penalty

As one of our best customers, you have the opportunity to increase your financial flexibility with a Personal Loan from Capital One®. And because you know which loan option will fit your needs best, you choose the amount and payment that's right for you. Regardless of which loan you select, you'll enjoy a low **7.9% Fixed APR** for the life of your loan—that's one of the lowest fixed rates in the nation today!

How will you use your Capital One Personal Loan?

- ▶ Consolidate debt—make one low payment each month
- ▶ Make home improvements or repairs
- ▶ Prepare for the unexpected

LOAN AMOUNT		\$5,000	\$7,500	\$10,000	\$12,500	\$15,000	\$20,000
MONTHLY PAYMENT	EASY PAY OPTION	\$122 for 48 months	\$183 for 48 months	\$203 for 60 months	\$253 for 60 months	\$263 for 72 months	\$350 for 72 months
	STANDARD OPTION	\$157 for 36 months	\$235 for 36 months	\$244 for 48 months	\$305 for 48 months	\$304 for 60 months	\$405 for 60 months
	FAST PAY OPTION	\$226 for 24 months	\$339 for 24 months	\$313 for 36 months	\$392 for 36 months	\$366 for 48 months	\$488 for 48 months

All monthly payments shown have been rounded up to the next dollar.

••• **Simply call 1-800-813-8438**
before this offer expires!

Invitation Number 6641-350256488-18-12

YOUR CAPITAL ONE PERSONAL LOAN . . .

- Choice of loans to fit your needs
- Low **7.9% Fixed APR** for the life of the loan
- **Fixed** monthly payment

FEDERAL DISCLOSURE STATEMENT
Capital One Bank or Capital One, F.S.B. (Capital One)

Finance Charge. The finance charge is calculated based on monthly payments being posted to your account on the due date shown on your periodic statement.

Prepayment. If you pay off your loan early, you will not pay a prepayment penalty. You may refer to the Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and charges.

LOAN AGREEMENT

CREDITOR—PARTIES. The words "you" and "your" mean each of the Borrowers who signs the enclosed Loan Invitation. The words "we," "us" and "our" refer to Capital One Bank or Capital One, F.S.B. (Capital One), the creditor in this transaction.

INTEREST CALCULATION METHOD. Interest is computed on the monthly Average Daily Balance of your loan. To compute your Average Daily Balance, we take the beginning balance of your loan each day, subtract any payments or credits applied to your loan and subtract any unpaid interest included in your balance. This gives us your daily balance. We then add up the balance for each day of the month covered by your monthly billing statement and divide that total by the number of days covered by your monthly statement. This gives us the Average Daily Balance. Then we multiply your Average Daily Balance by Your Interest Rate, divided by 12 months.

FINAL PAYMENT, LATE CHARGE AND RETURNED CHECK CHARGE.

A loan that has unpaid principal, interest, late fees, returned check charges or any other fees or charges at the end of the term will not be regarded as "paid in full."

STATE LAW. Your loan and this Loan Agreement are governed by federal law and the laws of Virginia.

This offer is nontransferable and is void to residents of U.S.-dependent areas. \$25,000 minimum household income required.

Conditions of Offer: I am applying to Capital One Bank or Capital One, F.S.B. (Capital One), for this loan. Everything that I have stated on the Loan Invitation is correct to the best of my knowledge. I understand that I must be 18 years or older and a U.S. citizen or permanent resident alien to apply. I understand that this offer is based on an initial assessment that I met Capital One's credit standards. Capital One maintains the right not to approve my loan if the information provided on or with my Loan Invitation is incomplete, inaccurate or unverifiable, or if I no longer meet Capital One's standards for creditworthiness, and/or if Capital One receives my Loan Invitation after the offer has expired. I understand that Capital One will retain my Loan Invitation whether or not it is approved. I understand that Capital One maintains the right not to open my account if I have a current Capital One installment loan or if I have responded to a previous Capital One installment loan offer within the last 90 days. Capital One is authorized to check my credit and employment history and to answer questions about Capital One's credit experience with me. In this paragraph, the words "I," "me" and "my" refer to each person who signs the Loan Invitation. An applicant, if married, may apply for a separate account. Capital One is a federally registered service mark. All rights reserved.

Capital One supports information privacy protection: See our Web site at www.capitalone.com.

FAIR CREDIT REPORTING ACT NOTICE:

You were selected for this offer based upon the information in your credit report that satisfies Capital One's criteria for creditworthiness. Grant of this offer, after you respond to it, is conditioned upon your satisfying the creditworthiness criteria used to select you for the offer and upon your satisfying any applicable criteria bearing on your creditworthiness, including your income, employment, and any other information provided on your Loan Invitation. You have the right to prohibit information contained in your credit report from being used in connection with any credit or insurance transaction that is not initiated by you. You may exercise this right by contacting the credit reporting agencies' notification systems at: Experian Target Marketing, P.O. Box 919, 701 Experian Parkway B2, Allen, TX 75013, 1-888-567-8688; Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123, 1-888-567-8688; Trans Union Corporation, Attn: Marketing Opt Out, P.O. Box 97328, Jackson, MS 39288-7328, 1-888-567-8688.

Automated Monthly Payment Option (if applicable). Capital One will notify you when your application for a loan with automated monthly payments has been accepted. This notification will specify the dates when your automated monthly payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

If you pay with an automated monthly payment that is dishonored or returned, Capital One reserves the right to assess a \$25 "Returned Check Fee." If an automated monthly payment is returned, Capital One reserves the right to terminate this authorization and your participation therein. Monthly periodic statements will not be issued to participants in this plan.

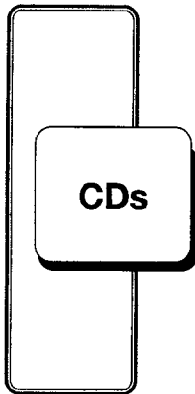
You must notify us in writing if any information changes regarding your bank account or if you would like to change the account or financial institution from which your automated payment is debited. Please remember to include a voided check with your letter, if necessary. We must receive your written notification at least 45 days before the payment due date, or the change may not be implemented until your next payment due date. You may discontinue the plan at any time by giving us 45 days' written notice. Please send changes and termination notices to: Capital One, P.O. Box 85025, Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us via telephone at 1-877-534-6848.

ABOUT CAPITAL ONE

With more than 46 million accounts and over \$55 billion in managed assets, Capital One is recognized as one of the leading financial services companies in the country. The common stock of Capital One Financial Corporation (COF) is traded on the New York Stock Exchange. For more information, visit our Web site at www.capitalone.com.

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sure way to grow your money

566200-01
30199

With a minimum deposit of \$10,000, you're sure to get a high rate of return when you invest in a Capital One® Certificate of Deposit.

You'll enjoy:

- Rates among the highest in the nation!
- Streamlined application process!
- FDIC-insured accounts!
- Fast investment growth!

Start growing your money with some of the best rates in the nation.

Call 1-866-402-3919 to find out today's rate!

Capital One Bank, Capital One, F.S.B. (Capital One), members FDIC.
Please see the reverse for additional information.

CapitalOne®

CapitalOne®



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

DEC 04, 2002 - JAN 03, 2003
Page 1 of 2

Account Summary

Previous Balance	\$2,547.20
Payments, Credits and Adjustments	\$100.00
Transactions	\$1,359.15
Finance Charges	\$13.92
New Balance	\$3,820.27
Minimum Amount Due	\$0.00
Payment Due Date	February 03, 2003
Total Credit Line	\$7,000
Total Available Credit	\$3,179.73
Credit Line for Cash	\$3,500
Available Credit for Cash	\$3,179.73

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	06 DEC	PAYMENT RECEIVED - THANK YOU	\$100.00
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Transactions

2	02 DEC	ELDER-BEERMAN #0141 DUBOIS PA	\$134.12
3	05 DEC	JCPENNEY CO 1489 DUBOIS PA	202.69
4	10 DEC	DUNHAMS #79 DUBOIS PA	168.41
5	12 DEC	ELDER-BEERMAN #0141 DUBOIS PA	215.63
6	14 DEC	WAL MART DU BOIS PA	63.58
7	15 DEC	JCPENNEY CO 1489 DUBOIS PA	64.48
8	15 DEC	LOWE'S #1010 DUBOIS PA	45.35
9	21 DEC	WAL-MART #2664 SE2 PUNXSUTAWN PA	139.89
10	27 DEC	PURCHASE CHECK 00010088	325.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$3,347.00	.01342%	4.90%	\$13.92
CASH	\$0.00	.01342%	4.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

4.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 0 5291492116383866 03 38202701000000000000

New Balance \$3,820.27
Minimum Amount Due \$0.00
Payment Due Date February 03, 2003
Total enclosed \$
Account Number: 5291-4921-1638-3866

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



055344



#9000400631316489# MAIL ID NUMBER
AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111



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

Grow your money in a low-risk, high-yield Capital One CD!

Turn page for details.

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030808 0102
2-6--\$11-

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 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 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.

† 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.

1 sure way to grow your money

Looking for a fast, secure way to grow your money outside of the stock market? Then look no further. Capital One® has one sure way to help you grow your money safely—Certificates of Deposit (CDs). Rates on our CDs are among the highest in the nation.

A minimum deposit of

\$10,000

is all it takes to put your money to work for you.

Page 2 of 2

CDs

**FDIC-insured
accounts**

**No set up fees;
No monthly fees**

**Easy
application
process**

**High rate of
return**

Benefits:

With a Capital One CD, you determine how quickly and aggressively to grow your money. You'll enjoy a guaranteed rate of return, flexible term length (anywhere from 6 months to 10 years), daily compounding of interest and faster earnings growth with automatic reinvestment of your interest.

Capital One®

Now more than ever it is important to invest in a product with a guaranteed rate of return—advantages you won't enjoy in the stock market. Funds deposited in a Capital One CD are FDIC insured up to \$100,000 per depositor—the full amount allowable by law. So you'll have peace of mind knowing that your investment is protected.

CALL TODAY

1-866-402-3919

**to get current rates and apply
for a Capital One CD!**

**Start growing your money with some of
the best rates in the nation.**

Please see the reverse for additional information.

200875



As of 11/27/02 the annual percentage yield in effect for a 60 month CD is 4.10%.

Other terms are also available. Rates subject to change. Fees could reduce earnings. A substantial penalty may be imposed for early withdrawal.

Capital One Bank, Capital One, F.S.B., members FDIC.

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With Capital One®, It's All About Choice!

563300-04

Call Today And Choose The **Personal Loan** That's Right For You.

You decide which loan amount and monthly payment fit your needs—you'll enjoy a low **7.9% APR** and **fixed monthly payments** for the life of the loan.

EXCLUSIVELY FOR
Capital One
CARDHOLDERS

Offer expires 03/31/03.

LOAN AMOUNT	\$5,000	\$7,500	\$10,000	\$12,500	\$15,000	\$20,000
EASY PAY OPTION	\$122 for 48 months	\$183 for 48 months	\$203 for 60 months	\$253 for 60 months	\$263 for 72 months	\$350 for 72 months
STANDARD OPTION	\$157 for 36 months	\$235 for 36 months	\$244 for 48 months	\$305 for 48 months	\$304 for 60 months	\$405 for 60 months
FAST PAY OPTION	\$226 for 24 months	\$339 for 24 months	\$313 for 36 months	\$392 for 36 months	\$366 for 48 months	\$488 for 48 months

All monthly payments shown have been rounded up to the next dollar.

Invitation No.: 7002-428888456-2-1

Interested? Call us toll free at **1-800-861-8594** and refer to the Invitation Number above.

Capital One



PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

JAN 04 - FEB 03, 2003

Page 1 of 2

Account Summary

Previous Balance	\$3,820.27
Payments, Credits and Adjustments	\$100.00
Transactions	\$1,280.00
Finance Charges	\$38.77
New Balance	\$5,039.04
Minimum Amount Due	\$31.00
Payment Due Date	March 03, 2003
Total Credit Line	\$7,000
Total Available Credit	\$1,960.96
Credit Line for Cash	\$3,500
Available Credit for Cash	\$1,960.96

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 06 JAN PAYMENT RECEIVED - THANK YOU \$100.00

Transactions

2 14 JAN PURCHASE CHECK 00010087 \$1,280.00

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,611.39	.02712%	9.90%	\$38.77
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 5039040100000031002

New Balance \$5,039.04
Minimum Amount Due \$31.00
Payment Due Date March 03, 2003
Total enclosed \$
Account Number: 5291-4921-1638-3866

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



031851



#9003500631316483# MAIL ID NUMBER
AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111



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

FEDERAL DISCLOSURE STATEMENT

CAPITAL ONE BANK OR CAPITAL ONE, F.S.B. (CAPITAL ONE)

Finance Charge. The finance charge is calculated based on monthly payments being posted to your account on the due date shown on your periodic statement.

DELINQUENCY — ENTIRE BALANCE DUE — DEMAND FEATURE. If you don't make a payment on time, your payment is delinquent. When that happens, you agree that, without giving you any advance notice and to the extent permitted by law, we can require you to pay the remaining balance of your loan at once. You agree to pay all collection costs that we may incur, including attorneys' fees equal to 15% of the amount outstanding.

LATE CHARGE. If any part of a payment is more than seven (7) days late, you agree that we may charge you a late charge of \$29.

Prepayment. If you pay off your loan early, you will not pay a prepayment penalty. You may refer to the Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and charges.

LOAN AGREEMENT

CREDITOR—PARTIES. The words "you" and "your" mean each of the Borrowers who signs the Loan Application. The words "we," "us" and "our" refer to Capital One Bank or Capital One, F.S.B. (Capital One), the creditor in this transaction.

INTEREST CALCULATION METHOD. Interest is computed on the monthly Average Daily Balance of your loan. To compute your Average Daily Balance, we take the beginning balance of your loan each day, subtract any payments or credits applied to your loan and subtract any unpaid interest included in your balance. This gives us your daily balance. We then add up the balance for each day of the month covered by your monthly billing statement and divide that total by the number of days covered by your monthly statement. This gives us the Average Daily Balance. Then we multiply your Average Daily Balance by your Interest Rate, divided by 12 months.

RETURNED CHECK CHARGE. If you pay with a check that is dishonored or returned, you agree to pay us on demand a charge of \$25.

FINAL PAYMENT, LATE CHARGE AND RETURNED CHECK CHARGE. A loan that has unpaid principal, interest, late fees, returned check charges or any other fees or charges at the end of the term will not be regarded as "paid in full."

STATE LAW. Your loan and this Loan Agreement are governed by federal law and the laws of Virginia.

This offer is nontransferable and is void to residents of U.S.-dependent areas. \$25,000 minimum household income required.

Conditions of Offer: I am applying to Capital One Bank or Capital One, F.S.B. (Capital One), for this loan. Everything that I have stated during any telephone application process is correct to the best of my knowledge. I understand that I must be 18 years or older and a U.S. citizen or permanent resident alien to apply. I understand that this offer is based on an initial assessment that I met Capital One's credit standards. Capital One maintains the right not to approve my loan if the information provided or on which my Loan Application is incomplete, inaccurate or unreliable, or if I no longer meet Capital One's standards for creditworthiness, and/or if Capital One receives my Loan Application after the offer has expired. I understand that Capital One will retain any information obtained during the telephone application process whether or not my loan application is approved. I understand that Capital One maintains the right not to open my account if I have a current Capital One installment loan or if I have responded to a previous Capital One installment loan offer within the last 90 days. Capital One is authorized to check my credit and employment history and to answer questions about Capital One's credit experience with me. In this paragraph, the words "I," "me" and "my" refer to each person who signs the Loan Application. An applicant, if married, may apply for a separate account. Capital One supports information privacy protection. See our Web site at www.capitalone.com.

Automated Monthly Payment Option (if applicable). Capital One will notify you when your application for a loan with automated monthly payments has been accepted. This notification will specify the dates when your automated monthly payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

If you pay with an automated monthly payment that is dishonored or returned, Capital One reserves the right to assess a \$25 "Returned Check Fee." If an automated monthly payment is returned, Capital One reserves the right to terminate this authorization and your participation therein. Monthly periodic statements will not be issued to participants in this plan.

You must notify us in writing if any information changes regarding your bank account or if you would like to change the account or financial institution from which your automated payment is debited. Please remember to include a voided check with your letter, if necessary. We must receive your written notification at least 45 days before the payment due date, or the change may not be implemented until your next payment due date. You may discontinue the plan at any time by giving us 45 days' written notice. Please send changes and termination notices to: Capital One, P.O. Box 80025, Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us via telephone at 1-877-534-6848. © 2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



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234-9

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. 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.

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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 deposit 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

On 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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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.

1 sure way to grow your money

Looking for a fast, secure way to grow your money outside of the stock market? Then look no further. Capital One® has one sure way to help you grow your money safely—Certificates of Deposit (CDs). Rates on our CDs are among the highest in the nation. And if you open your Certificate of Deposit account by May 3, 2003, we'll give you an additional .10% above our current rate!

A minimum deposit of

\$1,000

is all it takes to put your money to work for you.

Page 2 of 2

CDs

**FDIC-insured
accounts**

**No set up fees;
No monthly fees**

**Easy
application
process**

**High rate of
return**

Benefits:

With a Capital One CD, you determine how quickly and aggressively to grow your money. You'll enjoy a guaranteed rate of return, flexible term length (anywhere from 6 months to 10 years), daily compounding of interest and faster earnings growth with automatic reinvestment of your interest.

Capital One®

Now more than ever it is important to invest in a product with a guaranteed rate of return—advantages you won't enjoy in the stock market. Funds deposited in a Capital One CD are FDIC insured up to \$100,000 per depositor—the full amount allowable by law. So you'll have peace of mind knowing that your investment is protected.

CALL TODAY

1-866-246-9615

**to get current rates and apply
for a Capital One CD!**

**Start growing your money with some of
the best rates in the nation.**

Please see the reverse for additional information.



As of 11/27/02 the annual percentage yield in effect for a 60 month CD is 4.10%.

To receive the bonus you must make your deposit by May 3, 2003. The minimum deposit needed to receive this bonus is \$1,000. You will begin receiving the bonus as soon as your deposit is made and will receive it until maturity.

Other terms are also available. Rates subject to change. Fees could reduce earnings. A substantial penalty may be imposed for early withdrawal.

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Special Capital One Offer

Now with **AMY M SPADARO** **FREE Accelerator** for the first 12 months* - a \$60 value

\$4.97*
a month for first 3 months; \$9.95/mo. thereafter

SIGN UP TODAY!
1-888-587-9669
Mention Offer Code: EMERALD
Or visit www.peoplepc.com/go/emerald

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 MASTERCARD ACCOUNT

5291-4921-1638-3866

FEB 04 - MAR 03, 2003

Page 1 of 1

Account Summary

Previous Balance	\$5,039.04
Payments, Credits and Adjustments	\$100.00
Transactions	\$61.33
Finance Charges	\$37.85
New Balance	\$5,038.22
Minimum Amount Due	\$82.00
Payment Due Date	April 03, 2003
Total Credit Line	\$7,000
Total Available Credit	\$1,961.78
Credit Line for Cash	\$3,500
Available Credit for Cash	\$1,961.78

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 FEB PAYMENT RECEIVED - THANK YOU \$100.00-

Transactions

2 26 FEB KMART 00097337 DUBOIS PA \$61.33

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,984.70	.02712%	9.90%	\$37.85
CASH	\$.00	.02712%	9.90%	\$.00

ANNUAL PERCENTAGE RATE applied this period 9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 0 5291492116383866 03 5038220100000082009

New Balance \$5,038.22
Minimum Amount Due \$82.00
Payment Due Date April 03, 2003
Total enclosed \$
Account Number: 5291-4921-1638-3866

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



028784



#9006300631316485# MAIL ID NUMBER
AMY M SPADARO
42 ARMITA ST
DU BOIS PA 15801-1111



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; \$6.95 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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03R02 0 0100
23-6

1. New 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. 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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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.

Use your no-transaction-fee
Purchase Check and save!

AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111

Date

Check expires May 31, 2003

10204
68-677/510
570000-01
03388

VOID

Pay to the order of AMY SPADARO

\$ \$500.00

Five Hundred and 00/100

Dollars

CapitalOne Purchase Check
Richmond, VA

Memo

Cardholder
Signature

⑈ 10204 ⑈ ⑆051006778⑆8652116383866⑈

CapitalOne



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

MAR 04 - APR 03, 2003
Page 1 of 2

Account Summary

Previous Balance	\$5,038.22
Payments, Credits and Adjustments	\$100.00
Transactions, including Monthly Bills	\$49.50
Finance Charges	\$42.76
New Balance	\$5,030.48
Minimum Amount Due	\$132.00
Payment Due Date	May 03, 2003
Total Credit Line	\$7,000
Total Available Credit	\$1,969.52
Credit Line for Cash	\$3,500
Available Credit for Cash	\$1,969.52

Payments, Credits and Adjustments

1	28 MAR	PAYMENT RECEIVED - THANK YOU	\$100.00
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Monthly Bills and Related Expenses

2	03 MAR	B-LINK COMPUTERS DUBOIS PA	\$49.50
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At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	\$5,085.87	.02712%	9.90%	\$42.76
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291492116383866 03 5030480100000132007

New Balance	\$5,030.48
Minimum Amount Due	\$132.00
Payment Due Date	May 03, 2003
Total enclosed	\$
Account Number:	5291-4921-1638-3866

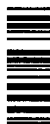
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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



051913



#9009400631316480# MAIL ID NUMBER
AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111



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

*Important information regarding your check: This check will be treated as a purchase according to the terms of your Customer Agreement and any amendments to it. 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 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. © 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 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 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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03R14 0 0100
234-6-6----

51913S

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.

Know what others know ... before your next big purchase.

Get access to the information lenders use –
with CreditInform.SM

Credit InformSM
powered by **EQUIFAX**®

Join today and enjoy
exclusive benefits:

- Get a customized, easy-to-read credit profile with your credit score, followed by detailed credit updates every three months from Equifax.
- Learn what influences your credit score with Credit Analyzer, our online interactive tool.
- Access to Credit Education Specialists.
- Enjoy risk-free for 30 days, then just \$4.99 per month.

Try CreditInform
risk-free for 30 days.
Offer expires: 06/30/03.

Dear AMY M SPADARO,

As you know, your good credit—and an accurate credit report—can make all the difference when it comes to getting the best loan and rate available to you.

CreditInform gives you access to the same information lenders use to make decisions about your loan ... and this information could help you qualify for the best rate possible.

Information from: Bankrate.com

Typical Credit Scenarios		
	Poor credit profile	Excellent credit profile
Home Mortgage 30-Year Fixed \$100,000 loan amount Monthly payment	8.70% \$783	5.7% \$580
Car Loan 60-Month Fixed \$10,000 loan amount Monthly payment	16.50% \$246	5.6% \$191

Interest Rates as of 2/5/2003

Once you sign up for CreditInform, you'll receive your most recent credit score along with your personal credit profile. And every three months, you'll get detailed credit updates from Equifax. As a CreditInform member, you'll now have access to our Credit Education Specialists (toll free). You can also take advantage of our credit score calculator, Credit Analyzer—the online, interactive tool that demonstrates how different items on your credit report impact your personal credit score.

Try CreditInform for 30 days—at no cost—and put the power of financial management in your hands. Get the information you need about your credit ... before your lender does.

Sign and return the attached form today! It only takes a few minutes to start enjoying benefits that will last a lifetime.

Sincerely,

J. Alan Berson

J. Alan Berson
Senior Vice President, Capital One

Visit www.mycreditinform.com for more information.

519135

**CreditInform puts the power of
financial management in your hands.**

Simply complete, sign and return this form
to become a CreditInform member today.

42 ARMINTA ST
DU BOIS PA 15801-1111

1000000066369085

7343

☒ YES, I want to manage my credit with CreditInform.

I have read and agree with the important disclosure and acknowledgements on the back and authorize Intersections, Inc., provider of CreditInform, to obtain and compile my credit report and monitor my credit file at Equifax. I authorize Capital One to forward this coupon on my behalf to the company that provides this product.

Signature

Name (Please Print)

- -

Social Security Number (Required)

Return this with your Capital One card payment.

200903



03R14 0

51913S

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I understand that Equifax and Intersections, Inc., cannot accept authorization from any other person other than the individual joining the service and confirm that I am requesting my own personal information and no other. I acknowledge that, to ensure continuous service, my membership will be automatically renewed at the then-current rate, unless I tell you to cancel. I understand that Intersections, Inc., is authorized under contract with Equifax to serve the informational needs of consumers and assumes no liability for information contained in my credit file. I confirm that I am at least 18 years of age.
Note: We cannot process your order without your authorization.

Equifax and Intersections, Inc., are solely responsible for this offer, and are not affiliated with Capital One. Capital One does not provide or guarantee any product or service shown here. For inquiries about this product or if you wish to bill a different credit card, please call 1-866-226-3745. 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. The CreditInform service is available to only one cardholder per account.

Use your no-transaction-fee
Purchase Check and save!

AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111

10225

Date

Check expires June 30, 2003

68-677/510
569800-01
03389-01

VOID

Pay to the order of

\$

Dollars

Capital One Purchase Check
Richmond, VA

Memo

Cardholder
Signature

⑈ 10225 ⑈ ⑆ 051006778 ⑆ 865211 ⑆ 5383866 ⑈

Capital One



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

APR 04 - MAY 03, 2003
Page 1 of 1

Account Summary

Previous Balance \$5,030.48
Payments, Credits and Adjustments \$0.00
Transactions, including Monthly Bills \$361.71
Finance Charges \$41.45

New Balance \$5,433.64
Minimum Amount Due \$295.00
Payment Due Date June 03, 2003

Total Credit Line \$7,000
Total Available Credit \$1,566.36
Credit Line for Cash \$3,500
Available Credit for Cash \$1,566.36

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

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

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

Transaction	Amount
1 18 APR WINE & SPIRITS 1702 DUBOIS PA	\$25.52
2 01 MAY SHEETZ #146 BROCKWAY PA	17.55
3 03 MAY PAST DUE FEE	35.00

Monthly Bills and Related Expenses

Transaction	Amount
4 01 MAY VERIZON 800-922-0204 NJ	\$283.64

Congratulations! Because of your excellent preferred cardholder payment history, your minimum payment has been reduced from 3% to 2%. Your minimum payment amount will be 2% of your outstanding balance or \$10, whichever is greater. If your balance is less than \$10, your minimum payment will equal your balance amount. Thank you for choosing Capital One.

You were assessed a past due fee of \$35.00 on 05/03/2003 because your minimum payment was not received by the due date of 05/03/2003. 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	\$5,094.07	.02712%	9.90%	\$41.45
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 5433640100000295002

New Balance \$5,433.64
Minimum Amount Due \$295.00
Payment Due Date June 03, 2003

Total enclosed \$
Account Number: 5291-4921-1638-3866

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



046069



#9012400631316485# MAIL ID NUMBER
AMY M SPADARO
42 ARMINTA ST
DU BOIS PA 15801-1111



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

*Important information regarding your check: If the attached check is a purchase check, it will be treated as a purchase according to the terms of your Customer Agreement and any amendments to it but may not qualify for any rewards programs. If the attached check is a Select Check, it will be posted to the Special Transfer segment of your account, and all and any balances posted to the Special Transfer segment will be subject to the terms of your Customer Agreement and any amendments to it but may not qualify for any rewards programs. Any Select Check posted after the expiration date will be treated as a cash advance (including any applicable cash advance fee) and will receive your Cash Advance segment APR and will be subject to cash credit availability. 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 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. © 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 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), 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 owed on your account. 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 and 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 Question 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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2345678-10--

46069S

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.

Use your no-transaction-fee
Purchase Check and save!

AMY M SPADARO
520 KNARR ST
DU BOIS PA 15801-1920

10228

Date

Check expires July 31, 2003

68-677/510

569800-01

03390-01

VOID

Pay to the order of

\$

Dollars

Capital One Purchase Check
Richmond, VA

Memo

Cardholder
Signature

⑈ 10228 ⑆ 05100677818652116383866 ⑈

Capital One



PLATINUM MASTERCARD ACCOUNT

MAY 04 - JUN 03, 2003

5291-4921-1638-3866

Page 1 of 1

Account Summary

Previous Balance	\$5,433.64
Payments, Credits and Adjustments	\$132.00
Transactions	\$134.26
Finance Charges	\$45.46
New Balance	\$5,481.36
Minimum Amount Due	\$272.00
Payment Due Date	July 03, 2003
Total Credit Line	\$7,000
Total Available Credit	\$1,518.64
Credit Line for Cash	\$3,500
Available Credit for Cash	\$1,518.64

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 MAY	PAYMENT RECEIVED - THANK YOU	\$132.00-
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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	10 MAY	ANIMAL WORLD CHESAPEAKE VA	\$77.26
3	11 MAY	EXXONMOBIL 83 04700415 BETHESDA MD	22.00
4	03 JUN	PAST DUE FEE	35.00

Can 9 million hungry kids inspire a nation? It's inspired Capital One and America's Second Harvest, our country's largest domestic hunger-relief charity, to build an online food drive. On June 5, 2003, National Hunger Awareness Day, and throughout June, you can help feed hungry children and their families by supporting the online food drive at www.secondharvest.org.

You were assessed a past due fee of \$35.00 on 06/03/2003 because your minimum payment was not received by the due date of 06/03/2003. 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	\$5,407.15	.02712%	9.90%	\$45.46
CASH	\$.00	.02712%	9.90%	\$.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 5481360132000272007

New Balance	\$5,481.36
Minimum Amount Due	\$272.00
Payment Due Date	July 03, 2003
Total enclosed	\$
Account Number:	5291-4921-1638-3866

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



049450



#9015500631316489# MAIL ID NUMBER
AMY M SPADARO
520 KNARR ST
DU BOIS PA 15801-1920



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

*Important information regarding your check: If the attached check is a purchase check, it will be treated as a purchase according to the terms of your Customer Agreement and any amendments to it but may not qualify for any rewards programs. If the attached check is a Select Check, it will be posted to the Special Transfer segment of your account, and all and any balances posted to the Special Transfer segment will be subject to the terms of your Customer Agreement and any amendments to it but may not qualify for any rewards programs. Any Select Check posted after the expiration date will be treated as a cash advance (including any applicable cash advance fee) and will receive your Cash Advance segment APR and will be subject to cash credit availability. 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 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. © 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. How To Avoid A Finance Charge.

1a. 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."

1b. 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.

1c. 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.

1d. 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 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 close 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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03R15 01000
2346-7-11-

494505

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.

5291 4921 1638 3866

Date: _____



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

2	06 JUN	UNI MARTS #4078 DUBOIS PA	\$16.00
3	09 JUN	WAYNE ROAD STORAGE REYNOLDSVILL PA	97.70

9.90%

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

Laufen

AMY M SPADARO
520 KNARR ST
DU BOIS PA 15801-1920

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

2.

Other issuer account # _____

\$, .

Pay to _____ Exact amount

Payment address _____

City _____ State _____ ZIP _____

3.

Other issuer account: #		\$	
Pay to	Exact amount		
Payment address			
City	State	Zip	

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Capital One

***So Make the Smart Switch
... and Start Saving!***

Terms of Offer: I authorize you to bill my Capital One credit card account for the amount(s) listed for balance transfers. I understand that if the full amount of my transfer request is greater than my available credit and I am not approved for a credit limit increase, I may be approved for a partial balance transfer (minimum \$200) up to my available credit limit. I understand that you will advise me if you are unable to process my payment request for any reason. In addition, Capital One will not be responsible for any charges billed to me for the amount(s) transferred. Please remember that balance transfers do not qualify for any rewards programs. © 2003 Capital One Services, Inc. Capital One is a federally regulated service mark of Citicorp.

- [illegible]

505795

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.

AMY M SPADARO
520 KNARR ST
DU BOIS PA 15801-1920

Date _____
Expires 8/31/2003

10257
68-677/510
03391-07
200939

VOID

Pay to the order of

\$

Dollars

Capital One® Richmond, VA Purchase Check

Memo

Cardholder
Signature

⑈ 10257 ⑈ ⑆ 051006778⑈ 8652116383866 ⑈

Enjoy the convenience and value of Purchase Checks

Checks that carry your
great purchase APR

No transaction fee

The simple, smart solution
for debt consolidation

A convenient way to
access your account

Hurry — offer expires soon

AMY M SPADARO,

Attached you'll find two checks you can use to access your Capital One® account. They're convenient and cost effective—simply use them the same way you would a personal check. Plus, you pay no transaction fees, and you'll enjoy the same great 9.9% APR you currently get on purchases.

Use your checks any way you'd like.

Your Purchase Checks* can be used for so many things. And no matter how you choose to use your checks, great rates and no transaction fees allow you to do more:

- Pay off those higher-interest-rate balances
- Make big-ticket purchases you've been putting off
- Take care of that nagging home improvement project

Pay no transaction fee.

Remember—there is no transaction fee for using Purchase Checks to access your account, so they're perfect for any occasion.

The choice is yours.

Use the checks for anything else you need. Just be sure to use them before they expire on 8/31/2003. Don't delay. Use them right away!

Sincerely,

Peter A. Schnall
Executive Vice President

**Transfer balances and
start saving
with Capital One!**

Call 1-877-476-7939 today!

P.S. Purchase Checks are a convenient, economical way to pay off higher-interest-rate balances. Enjoy the benefits of the Capital Check Program today!

*Please see reverse side for the terms and conditions of using these checks.

See reverse for answers to frequently asked questions about Purchase Checks and transferring balances→

03391-07
200939

AMY M SPADARO
520 KNARR ST
DU BOIS PA 15801-1920

Date _____
Expires 8/31/2003

10258
68-677/510
03391-07
200939

VOID

Pay to the order of

\$

Dollars

Capital One® Richmond, VA Purchase Check

Memo

Cardholder
Signature

⑈ 10258 ⑈ ⑆ 051006778⑈ 8652116383866 ⑈

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

Answers to frequently asked questions

Purchase Checks

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 anything — whether you're shopping for new clothes, making a major home improvement or depositing it into your checking account. 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: First of all, you can save money by transferring higher-interest-rate balances to your Capital One card at your current purchase APR. Secondly, by consolidating debt, you'll have just one payment to make for greater ease and convenience.

Q: Where are Purchase Checks accepted?
A: Purchase Checks are accepted wherever you'd normally use your regular personal checks. You can even use them at places that don't accept credit cards.

Q: Is there a transaction fee?
A: There is no transaction fee for using Purchase Checks to access your Capital One account.

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 savings and flexibility!

Balance Transfers

Q: How do I transfer balances from other accounts?
A: Simply use the Purchase Checks to pay off your creditors (up to your available credit line). Or call 1-877-476-7939 to make transfers by phone. Capital One will then place a charge on your credit card account representing each transaction.

Q: Why would I want to transfer balances?
A: Transfer your balances to your Capital One card and take advantage of the low interest rate to consolidate your debts into one monthly payment.

Q: For what kinds of accounts can I use the balance transfer service?
A: You can transfer balances from non-Capital One accounts such as personal loans, student loans, auto loans, home equity loans and other similar accounts, in addition to credit cards including MasterCard®, Visa®, American Express®, Discover® and retail cards.

Q: Once I transfer balances, will my other accounts be closed?
A: We will not close your accounts. If you want to close your accounts, you must contact your other creditors directly.

Q: What interest rate will I be charged?
A: Balances you transfer will get the same great APR as your purchases. Plus, there's absolutely no service fee.

Q: Do I need to continue making payments to my other creditors?
A: Yes, you'll still need to make payments on your other accounts until your Purchase Checks or call-in balance transfers have been processed.

* 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.

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081830

50579S

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

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: JADE
Or visit www.peoplepc.com/go/jade

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 MASTERCARD ACCOUNT
5291-4921-1638-3866

JUL 04 - AUG 03, 2003
Page 1 of 1

Account Summary

Previous Balance	\$5,339.15
Payments, Credits and Adjustments	\$300.00
Transactions	\$364.00
Finance Charges	\$45.22
New Balance	\$5,448.37
Minimum Amount Due	\$186.00
Payment Due Date	September 03, 2003
Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 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	04 JUL	PAYMENT RECEIVED - THANK YOU	\$300.00-
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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	04 JUL	RETURNED CHECK	\$300.00
3	16 JUL	RETURN CHECK FEE	29.00
4	03 AUG	PAST DUE FEE	35.00

Did you know there is an easier way to manage your account? With Online Account Servicing, you can view your statements, check your balance, confirm available credit, and verify payment due dates and amounts! Enjoy the convenience of paying your bill online and benefit from same day posting (when your payment is received before 3:00 p.m. ET). It's free, it's easy, and it's secure! Just go to www.capitalone.com/register and register today!

You were assessed a past due fee of \$35.00 on 08/03/2003 because your minimum payment was not received by the due date of 08/02/2003. 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	\$5,378.74	.02712%	9.90%	\$45.22
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 5448370300000186009

New Balance \$5,448.37
Minimum Amount Due \$186.00
Payment Due Date September 03, 2003
Total enclosed \$
Account Number: 5291-4921-1638-3866

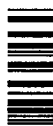
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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



029698



#9021500631316481# MAIL ID NUMBER
AMY M SPADARO
102 E 20ND AVE
DU BOIS PA 15801

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: JADE

Or visit www.peoplepc.com/go/jade

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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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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 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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03633 0101

23-6-7

29699P

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.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To 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

012-1102

CapitalOne



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

AUG 04 - SEP 03, 2003
Page 1 of 1

Account Summary

Previous Balance	\$5,448.37
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$45.99
New Balance	\$5,529.36
Minimum Amount Due	\$296.00
Payment Due Date	October 03, 2003
Total Credit Line	\$7,000
Total Available Credit	\$1,470.64
Credit Line for Cash	\$3,500
Available Credit for Cash	\$1,470.64

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 23285-5615
Richmond, VA 23276	

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

Transactions

1	03 SEP	PAST DUE FEE	\$35.00
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Did you know there is an easier way to manage your account? With Online Account Servicing, you can view your statements, check your balance, confirm available credit, and verify payment due dates and amounts! Enjoy the convenience of paying your bill online and benefit from same day posting (when your payment is received before 3:00 p.m. E.T.). It's free, it's easy, and it's secure! Just go to www.capitalone.com/register and register today!

Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

You were assessed a past due fee of \$35.00 on 09/03/2003 because your minimum payment was not received by the due date of 09/03/2003. 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	\$5,470.59	.02712%	9.90%	\$45.99
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period **9.90%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291492116383866 03 5529360300000296009

New Balance **\$5,529.36**
Minimum Amount Due **\$296.00**
Payment Due Date **October 03, 2003**

Total enclosed \$
Account Number: **5291-4921-1638-3866**

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



026107



#9024700631316484# MAIL ID NUMBER
AMY M SPADARO
102 E 20ND AVE
DU BOIS PA 15801

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

03R71 00106
2-12

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

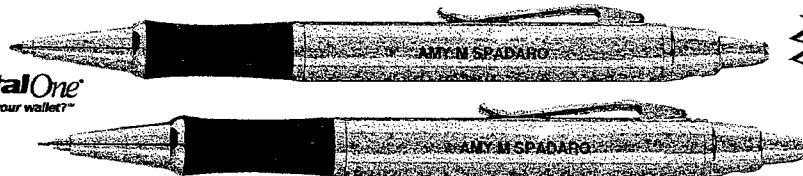
†, ‡ Special Rule For Credit Card Purchases
If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. 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 is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01GLBAK

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.

575700

Only \$9.95*
Plus shipping & handling



Please send me: *Monte Cristo* Personalized Pen & Pencil set(s) according to the information I have provided on the reverse. Please charge my account \$9.95* plus \$3.95 shipping & handling per set and send to the address shown. I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to the company that provides this product.

(Valid only with full signature)

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To Order: Fill out back side of order form. Detach at perforation and return in your remittance envelope.



SEP 04 - OCT 03, 2003

Page 1 of 1

#9027700631316481# MAIL ID NUMBER
AMY M SPADARO
102 E 20ND AVE
DU BOIS PA 15801

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

Gift Shopping Made Easy!

- ~ Mom & Dad ~
- ~ Sisters/Brothers ~
- ~ Grandparents ~
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- ~ Nieces/Nephews ~
- ~ Clients/Co-Workers ~
- ~ Friends ~

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You must be completely satisfied with your Pen & Pencil Set or you may return it within 30 days for full credit to J-O Direct, Inc., 7500 Excelsior Blvd., St. Louis Park, MN 55426

Engrave my Pen & Pencil Set(s) as specified below (maximum 28 letters, spaces and punctuation marks)

Set 1:	COLOR CHOICE		
	Blue	Black	Red
Set 2:	☐	☐	☐
Set 3:	☐	☐	☐
Set 4:	☐	☐	☐
Set 5:	☐	☐	☐
Set 6:	☐	☐	☐
Set 7:	☐	☐	☐
Set 8:	☐	☐	☐

For additional sets, attach a separate sheet of paper with personalization information and color selections.

* Subject to credit approval. MN and IL residents add applicable sales tax. Please allow 3-5 weeks for delivery. Offer expires in 90 days. The merchandise featured 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. If not completely satisfied, you may return it to J-O Direct, Inc., at the above address for a full refund of the purchase price (including shipping and handling). 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.

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1. How To Avoid A Finance Charge.

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b. Acquiring 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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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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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 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.

Your account is delinquent.

We want to help!



Take Action!
Call Today!

- To 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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049-0703

Capital One



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

OCT 04 - NOV 03, 2003
Page 1 of 1

Account Summary

Previous Balance	\$5,626.55
Payments, Credits and Adjustments	\$300.00
Transactions	\$364.00
Finance Charges	\$47.54
New Balance	\$5,738.09
Minimum Amount Due	\$522.00
Payment Due Date	December 03, 2003
Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	22 OCT	PAYMENT RECEIVED - THANK YOU	\$300.00
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Transactions

2	22 OCT	RETURNED CHECK	\$300.00
3	29 OCT	RETURN CHECK FEE	29.00
4	03 NOV	PAST DUE FEE	35.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2003 charges. Please call 1-877-412-3311 before December 12, 2003, to reserve your copy. All orders will be processed between January 15 and February 29, 2004.

Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

You were assessed a past due fee of \$35.00 on 11/03/2003 because your minimum payment was not received by the due date of 11/03/2003. 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	\$5,655.11	.02712%	9.90%	\$47.54
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 5738090300000522005

New Balance \$5,738.09
Minimum Amount Due \$522.00
Payment Due Date December 03, 2003
Total enclosed \$
Account Number: 5291-4921-1638-3866

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



063919



#9030800631316484# MAIL ID NUMBER
AMY M SPADARO
102 E 20ND AVE
DU BOIS PA 15801

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".
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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.
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 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.

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.
© 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

ACCOUNT STATUS FOR:
AMY M SPADARO

**60 DAYS
PAST DUE!**

TEMPORARILY
SUSPENDED

Capital One
what's in your wallet?™

048-0703

Capital One



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

NOV 04 - DEC 03, 2003

Page 1 of 1

Account Summary

Previous Balance	\$5,738.09
Payments, Credits and Adjustments	\$300.00
Transactions	\$35.00
Finance Charges	\$46.46
New Balance	\$5,519.55
Minimum Amount Due	\$332.00
Payment Due Date	January 03, 2004
Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 29 NOV PAYMENT RECEIVED - THANK YOU \$300.00

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 03 DEC PAST DUE FEE \$35.00

You were assessed a past due fee of \$35.00 on 12/03/2003 because your minimum payment was not received by the due date of 12/03/2003. 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	\$5,710.68	.02712%	9.90%	\$46.46
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

00000000 0 5291492116383866 03 5519550300000332003

New Balance \$5,519.55
Minimum Amount Due \$332.00
Payment Due Date January 03, 2004
Total enclosed \$
Account Number: 5291-4921-1638-3866

Please print mailing address and/or e-mail charges 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



064809



#9033800631316481# MAIL ID NUMBER
AMY M SPADARO
102 E 20ND AVE
DU BOIS PA 15801

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

03R05 0 0100
234567

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 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 01GLBAAK

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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.

**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.
© 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

ACCOUNT STATUS FOR:
AMY M SPADARO

**60 DAYS
PAST DUE!**

TEMPORARILY
SUSPENDED

CapitalOne
what's in your wallet?

048-0703

CapitalOne



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

DEC 04, 2003 - JAN 03, 2004
Page 1 of 1

Account Summary

Previous Balance	\$5,519.55
Payments, Credits and Adjustments	\$500.00
Transactions	\$564.00
Finance Charges	\$46.72
New Balance	\$5,630.27
Minimum Amount Due	\$444.00
Payment Due Date	February 03, 2004
Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 DEC PAYMENT RECEIVED - THANK YOU \$500.00-

Transactions

2	10 DEC	RETURNED CHECK	\$500.00
3	19 DEC	RETURN CHECK FEE	29.00
4	03 JAN	PAST DUE FEE	35.00

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.

Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

You were assessed a past due fee of \$35.00 on 01/03/2004 because your minimum payment was not received by the due date of 01/03/2004. 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	\$5,557.06	.02712%	9.90%	\$46.72
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 0 5291492116383866 03 5630270500000444005

New Balance \$5,630.27
Minimum Amount Due \$444.00
Payment Due Date February 03, 2004
Total enclosed \$
Account Number: 5291-4921-1638-3866

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



004277



#9000400631316489# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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



03905 00100 2

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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 in a 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 the 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 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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Capital One 01LGBAK

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 form.

**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:
AMY M SPADARO

**60 DAYS
PAST DUE!**

TEMPORARILY
SUSPENDED

Capital One
what's in your wallet?

048-0703

Capital One



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

JAN 04 - FEB 03, 2004
Page 1 of 1

Account Summary

Previous Balance	\$5,630.27
Payments, Credits and Adjustments	\$112.61
Transactions	\$35.00
Finance Charges	\$47.50
New Balance	\$5,600.16
Minimum Amount Due	\$443.39
Payment Due Date	March 03, 2004
Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

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	03 FEB	DIRECT DEBIT PAYMENT	\$112.61
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Transactions

2	03 FEB	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 02/03/2004 because your minimum payment was not received by the due date of 02/03/2004. 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	\$5,649.60	.02712%	9.90%	\$47.50
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 5600160112610443396

New Balance	\$5,600.16
Minimum Amount Due	\$443.39
Payment Due Date	March 03, 2004
Total enclosed \$	
Account Number:	5291-4921-1638-3866

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



004665



#9003500631316483# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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 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.

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 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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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.

Special Capital One Cardholder Offer!



AMY M SPADARO 102 E 2ND AVE
DU BOIS PA 15801-3140

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

\$4.97*

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

SIGN UP TODAY!
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Mention Offer Code: EMERALD
Or visit www.peoplepc.com/go/emerald

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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 MASTERCARD ACCOUNT

FEB 04 - MAR 03, 2004

5291-4921-1638-3866

Page 1 of 1

Account Summary

Previous Balance	\$5,600.16
Payments, Credits and Adjustments	\$443.39
Transactions	\$0.00
Finance Charges	\$42.77
New Balance	\$5,199.54
Minimum Amount Due	\$103.00
Payment Due Date	April 03, 2004
Total Credit Line	\$7,000
Total Available Credit	\$1,800.46
Credit Line for Cash	\$3,500
Available Credit for Cash	\$1,800.46

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 21 FEB PAYMENT RECEIVED - THANK YOU \$443.39-

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

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.

Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

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	\$5,437.72	.02712%	9.90%	\$42.77
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 0 5291492116383866 03 5199540443390103001

New Balance \$5,199.54
Minimum Amount Due \$103.00
Payment Due Date April 03, 2004
Total enclosed \$
Account Number: 5291-4921-1638-3866

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



036812



#9006400631316483# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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!

1-888-587-9669

Mention Offer Code: EMERALD

Or visit www.peoplepc.com/go/emerald

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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 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 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. "APR" on the front of this statement.

c. 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.

d. 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.

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.

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

i. **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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03R04 0 0100

2-4-6

36812M

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 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.

A Special Offer For

CapitalOne Cardholders

A healthy lifestyle is extremely important to our customers. We've arranged with General Vitamin to send you a **FREE 30-DAY BOTTLE** of a GREAT new product. **Today's Essentials** are high potency, all natural 100% vegetarian multi-vitamins. Stay healthy and look your best. Try **Today's Essentials**.



Women's Multi+

A well-rounded formula designed for a woman's body. Essential vitamins and minerals, plus Folate, Folic Acid, Iron, and Novasoy. Female complex including Chasteberry, Damiana, Dong Quai, and Black Cohosh ... and much more.



Men's Multi+

High-potency, high-energy formula specifically for men. Essential vitamins and minerals plus saw palmetto and pumpkin seed for healthy prostate support. 200% of daily Zinc, Lutein, Lycopene, ALA ... and much more.

Try it FREE

Try it FREE

*These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.

582900

Try Before You Buy Vitamin Program

FREE 30-DAY BOTTLE

Why FREE? We are confident that once you try our product, you'll buy it. We offer the best high-potency, all-natural products that we can make.

Call 1-800-557-2520
or complete this certificate.

CapitalOne



PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

MAR 04 - APR 03, 2004

Page 1 of 1

Account Summary

Previous Balance	\$5,199.54
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$43.89

New Balance	\$5,278.43
Minimum Amount Due	\$208.00
Payment Due Date	May 03, 2004

Total Credit Line	\$7,000
Total Available Credit	\$1,721.57
Credit Line for Cash	\$3,500
Available Credit for Cash	\$1,721.57

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	03 APR	PAST DUE FEE	\$35.00
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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.

You were assessed a past due fee of \$35.00 on 04/03/2004 because your minimum payment was not received by the due date of 04/03/2004. 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	\$5,220.74	.02712%	9.90%	\$43.89
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 5291492116383866 03 5278430443390208003

New Balance	\$5,278.43
Minimum Amount Due	\$208.00
Payment Due Date	May 03, 2004

Total enclosed \$
Account Number: 5291-4921-1638-3866

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



000566



#9009500631316467# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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 BOTTLE of Today's Essentials Vitamins

Choose One: ☐ Men's Multi* or ☐ Women's Multi*

Yes, please enroll me as a 30-day trial member in General Vitamin's Vitamin Program and send me at no charge or obligation, my free 30-day supply of Women's Multi* or Men's Multi*. I understand that unless I cancel during the 30-day trial period, I will automatically receive a 90-day supply of the same product every three months for \$49 plus \$4.95 shipping and handling. This amount will be billed to the purchase segment of my Capital One® credit card account. I understand that accepting my gift does not obligate me to continue and I may cancel my membership at any time by calling General Vitamin at 1-800-323-8482. In any case, I may keep the 30-day supply as a gift.

Redeemable exclusively by: AMY M SPADARO

Account No.: 5291492116383866

Expires: ____/____/____

Cardholder Signature X _____

(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, Inc., which provides this product. *You may use another company's card by calling 1-800-323-8482, responding to this offer you may be communicating information about yourself to General Vitamin—for example, that you are a Capital One customer. General Vitamin, Inc. is not affiliated with Capital One and is solely responsible for its products and services. 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. © 2004 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

CE05

Wellness:

Multi-vitamins

for the whole

family. Virtually

no one's diet

provides them

with all of the

nutrients they

need, making a

quality multi-

vitamin essential

to good health. We set out

to make the very best multi-vitamin that

can be made. Today's Essentials don't

just provide the minimum vitamins and

minerals missing from your diet, they

provide the support for increased energy

and help you feel your best.

Today's Essentials



03R05 0 0100
2-46678-1

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.

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.

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.

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Capital One 01LGLBAX

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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 check, or other item.

**Your account is temporarily suspended
from future purchases and cash
advances due to its past due status.**

**A good credit rating may 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 account access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the payment coupon below.

ACCOUNT STATUS FOR:
AMY M SPADARO

**60 DAYS
PAST DUE!**

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.
© 2004 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

048-0404

Capital One



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

APR 04 - MAY 03, 2004
Page 1 of 1

Account Summary

Previous Balance	\$5,278.43
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$43.11
New Balance	\$5,356.54
Minimum Amount Due	\$315.00
Payment Due Date	June 03, 2004
Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

Payments, Credits and Adjustments

Transactions

1	03 MAY	PAST DUE FEE	\$35.00
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Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

You were assessed a past due fee of \$35.00 on 05/03/2004 because your minimum payment was not received by the due date of 05/03/2004. 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	\$5,299.23	.02712%	9.90%	\$43.11
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291492116383866 03 5356540443390315004

New Balance \$5,356.54
Minimum Amount Due \$315.00
Payment Due Date June 03, 2004
Total enclosed \$
Account Number: 5291-4921-1638-3866

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



004469



#9012500631316482# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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



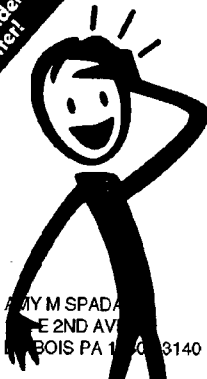
03R05 0 0100
2-46578-1

- 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 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. 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. 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 01GLBAX

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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
Cardholders
Offer!



First 3 months half-price

\$4.97*
a month;
\$9.95/mo. thereafter



Now with **FREE Accelerator**
when you sign up for 12 months

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: OPAL
Or visit www.peoplepc.com/go/opal

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
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One



PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

MAY 04 - JUN 03, 2004

Page 1 of 1

Account Summary

Previous Balance \$5,356.54
Payments, Credits and Adjustments \$500.00
Transactions \$0.00
Finance Charges \$44.40

New Balance \$4,900.94
Minimum Amount Due \$0.00
Payment Due Date July 03, 2004

Total Credit Line \$7,000
Total Available Credit \$2,099.06
Credit Line for Cash \$3,500
Available Credit for Cash \$2,099.06

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To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 29 MAY PAYMENT RECEIVED - THANK YOU \$500.00-

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$5,281.54	.02712%	9.90%	\$44.40
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

00000000 0 5291492116383866 03 49009405000000000005

New Balance \$4,900.94
Minimum Amount Due \$0.00
Payment Due Date July 03, 2004

Total enclosed \$
Account Number: 5291-4921-1638-3866

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



011457



#9015600631316487# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140

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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), I (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.

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

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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.

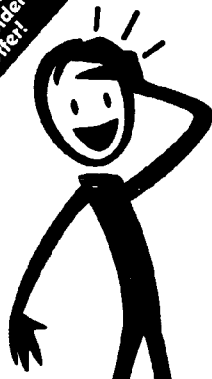
† Does not apply to consumer non-credit card accounts

‡ 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.

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- 📞 Smart Dialer
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PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

JUN 04 - JUL 03, 2004

Page 1 of 1

Account Summary

Previous Balance	\$4,900.94
Payments, Credits and Adjustments	\$0.00
Transactions	\$0.00
Finance Charges	\$40.03
New Balance	\$4,940.97
Minimum Amount Due	\$11.00
Payment Due Date	August 03, 2004
Total Credit Line	\$7,000
Total Available Credit	\$2,059.03
Credit Line for Cash	\$3,500
Available Credit for Cash	\$2,059.03

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

For free online account service and special customer offers, log on to:
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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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,920.26	.02712%	9.90%	\$40.03
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291492116383866 03 4940970500000011001

New Balance \$4,940.97
Minimum Amount Due \$11.00
Payment Due Date August 03, 2004
Total enclosed \$
Account Number: 5291-4921-1638-3866

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



011939



#9018600631316484# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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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1-877-778-1207

Mention Offer Code: CORAL

Or visit www.peoplepc.com/go/coral

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For questions, call toll-free at 1-888-5TRYNOW.

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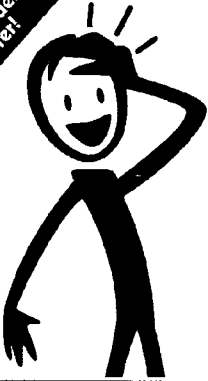


1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments 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 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), 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. **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.
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: 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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\$4.97*

a month; \$9.97 after

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Capital One



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

JUL 04 - AUG 03, 2004

Page 1 of 1

Account Summary

Previous Balance	\$4,940.97
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$41.71

New Balance	\$5,017.68
Minimum Amount Due	\$111.00
Payment Due Date	September 03, 2004

Total Credit Line	\$7,000
Total Available Credit	\$1,982.32
Credit Line for Cash	\$3,500
Available Credit for Cash	\$1,982.32

At your service

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Capital One Services
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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	03 AUG PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 08/03/2004 because your minimum payment was not received by the due date of 08/03/2004. 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	\$4,961.12	.02712%	9.90%	\$41.71
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291492116383866 03 5017680500000111000

New Balance	\$5,017.68
Minimum Amount Due	\$111.00
Payment Due Date	September 03, 2004
Total enclosed \$	[]
Account Number:	5291-4921-1638-3866

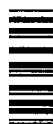
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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



011122



#9021700631316487# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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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AMY M SPADARO
102 E 2ND AVE
CHICAGO, IL 60601-1300
Tel: 312.466.7800

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For questions, call toll-free at 1-877-778-1207.

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03R05 O 0100
2-466780-1

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 (i.e., 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.

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 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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11122M

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 purchases and cash
advances due to its past due status.**

**A good credit rating may 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 account access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the payment 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:
AMY M SPADARO

**60 DAYS
PAST DUE!**

TEMPORARILY
SUSPENDED

Capital One
what's in your wallet?

Capital One



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

AUG 04 - SEP 03, 2004

Page 1 of 1

Account Summary

Previous Balance	\$5,017.68
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$42.36
New Balance	\$5,095.04
Minimum Amount Due	\$212.00
Payment Due Date	October 02, 2004
Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 03 SEP PAST DUE FEE \$35.00

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.

Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

You were assessed a past due fee of \$35.00 on 09/03/2004 because your minimum payment was not received by the due date of 09/03/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

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	\$5,038.14	.02712%	9.90%	\$42.36
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291492116383866 03 5095040500000212000

New Balance \$5,095.04
Minimum Amount Due \$212.00
Payment Due Date October 02, 2004

Total enclosed \$
Account Number: 5291-4921-1638-3866

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



011331



#9024800631316482# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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

03RD05 C 0100
2-46676-10--

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 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 the 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. **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 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**
- Capital One supports information privacy protection: see our website at www.capitalone.com.
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11331M

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.

The Deal You've Been Waiting For ...

003

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- > **BONUS Free Bluetooth® Headset (\$60 Value)**
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raising the bar.™

WIREFLY
The Wireless Superstore

ACT NOW
Limited Time Offer
for Capital One®
Cardholders

Capital One



PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

SEP 04 - OCT 03, 2004

Page 1 of 1

Account Summary

Previous Balance	\$5,095.04
Payments, Credits and Adjustments	\$212.00
Transactions	\$276.00
Finance Charges	\$41.66

New Balance	\$5,200.70
Minimum Amount Due	\$316.00
Payment Due Date	November 03, 2004

Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	18 SEP	DIRECT DEBIT PAYMENT	\$212.00
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This is our third and final notice that your account is seriously past due. Payment must be received within 72 hours to avoid action by our collection department.

Transactions

2	18 SEP	RETURNED CHECK	\$212.00
3	28 SEP	RETURN CHECK FEE	29.00
4	03 OCT	PAST DUE FEE	35.00

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.

You were assessed a past due fee of \$35.00 on 10/03/2004 because your minimum payment was not received by the due date of 10/02/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

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	\$5,120.93	.02712%	9.90%	\$41.66
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291492116383866 03 5200700212000316005

New Balance	\$5,200.70
Minimum Amount Due	\$316.00
Payment Due Date	November 03, 2004
Total enclosed \$	
Account Number:	5291-4921-1638-3866

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



011993



#9027700631316481# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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

FREE* RAZR V3

after rebate and 2-year service agreement

Motorola RAZR V3 phone includes:

- > Digital Zoom Camera
- > Bluetooth Capability
- > Built-in Speakerphone
- > Ultra-Thin Compact Design

Cingular Wireless Plans include:

- > Unlimited Mobile to Mobile
 - > FREE Nationwide Long Distance
 - > No Roaming Charges
 - > Rollover Unused Anytime Minutes
- (A feature specific only to Cingular Wireless!)

Order Today! Call 1-800-973-0691
Or Visit www.wirefly.com/capitalone



* Phone free after mail-in rebate. This offer is fulfilled by InPhonic Inc., an authorized dealer for Cingular Wireless. Offer subject to credit approval or deposit, and is available to customers activating a new line of service on a two year contract with Cingular Wireless. Not all US markets are served by Cingular Wireless. If you are not in a Cingular Wireless area you will receive another great offer from another major wireless company. Other restrictions apply, see full offer for details. Offer Expires November 30, 2005. Offer may vary. Cingular, the graphic icon, Rollover and FamilyTalk are registered trademarks of Cingular Wireless, LLC. Raising The Bar and the graphic icon are service marks of Cingular Wireless, LLC. Cingular Wireless and the Cingular Wireless logo are trademarks or registered trademarks of Cingular Wireless LLC. © 2005 Cingular Wireless, LLC. All rights reserved.

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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.
 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
- Capital One supports information privacy protection: see our website at www.capitalone.com.
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11993M

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 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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049-0404

Capital One



PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

OCT 04 - NOV 03, 2004

Page 1 of 1

Account Summary

Previous Balance	\$5,200.70
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$43.90

New Balance	\$5,279.60
Minimum Amount Due	\$421.00
Payment Due Date	December 03, 2004

Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

Transactions

1	03 NOV	PAST DUE FEE	\$35.00
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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.

Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

You were assessed a past due fee of \$35.00 on 11/03/2004 because your minimum payment was not received by the due date of 11/03/2004. 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	\$5,221.91	.02712%	9.90%	\$43.90
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291492116383866 03 5279600212000421005

New Balance	\$5,279.60
Minimum Amount Due	\$421.00
Payment Due Date	December 03, 2004
Total enclosed \$	
Account Number:	5291-4921-1638-3866

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



011426



#9030900631316482# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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

03R05 0 0100
23456-11-

11426M

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 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.

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 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 form.

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A better way to Internet.

UNLIMITED INTERNET ACCESS

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers, including:

- Virus Protection powered by Symantec™
- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

SPECIAL LIMITED-TIME OFFER FOR CAPITAL ONE® CARDHOLDERS!

Capital One



PLATINUM MASTERCARD ACCOUNT

5291-4921-1638-3866

NOV 04 - DEC 03, 2004

Page 1 of 1

Account Summary

Previous Balance	\$5,279.60
Payments, Credits and Adjustments	\$1,200.70
Transactions, including Monthly Bills	\$140.51
Finance Charges	\$35.07
New Balance	\$4,254.48
Minimum Amount Due	\$0.00
Payment Due Date	January 03, 2005
Total Credit Line	\$7,000
Total Available Credit	\$2,745.52
Credit Line for Cash	\$3,500
Available Credit for Cash	\$2,745.52

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 NOV	PAYMENT RECEIVED - THANK YOU	\$1,200.70
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Transactions

2	22 NOV	UNI-MART #4063 DUBOIS PA	\$25.51
3	26 NOV	0146 SHEETZ 00001Q03 BROCKWAY PA	15.00

Monthly Bills and Related Expenses

4	22 NOV	VERIZON WRLS MORRISTOWN NJ	\$100.00
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****Important Notice**** Effective no later than your February 2005 billing period, you will no longer have the option to be able to avoid a monthly payment by paying more than your minimum payment.

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!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,310.55	.02712%	9.90%	\$35.07
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

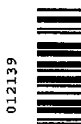
0000000 0 5291492116383866 03 4254481200700000000

New Balance \$4,254.48
Minimum Amount Due \$0.00
Payment Due Date January 03, 2005
Total enclosed \$
Account Number: 5291-4921-1638-3866

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



#9033900631316489# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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.

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INTERNET ACCESS**

**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 services 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.

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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030505 0100
12/28/04
2-76

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.

FREE Accelerator!



peoplepc™ online
A better way to Internet.

Surf up to **5x faster** with **FREE Accelerator** for the first 12 months* - a \$60 value!

SIGN UP TODAY! **1-888-587-9669**
Mention Offer Code: DIAMOND
Or visit www.peoplepc.com/go/diamond

UNLIMITED INTERNET ACCESS

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers, including:

- Virus Protection powered by Symantec™
- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

SPECIAL LIMITED-TIME OFFER FOR CAPITAL ONE® CARDHOLDERS!



Account Summary

Previous Balance	\$4,254.48
Payments, Credits and Adjustments	\$300.00
Transactions	\$24.00
Finance Charges	\$36.01
New Balance	\$4,014.49
Minimum Amount Due	\$.00
Payment Due Date	February 03, 2005
Total Credit Line	\$7,000
Total Available Credit	\$2,985.51
Credit Line for Cash	\$3,500
Available Credit for Cash	\$2,985.51

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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.

PLATINUM MASTERCARD ACCOUNT DEC 04, 2004 - JAN 03, 2005

5291-4921-1638-3866 Page 1 of 2

Payments, Credits and Adjustments

1	03 JAN	PAYMENT RECEIVED - THANK YOU	\$300.00-
---	--------	------------------------------	-----------

Transactions

2	08 DEC	EXXONMOBIL75 04211918 REYNOLDS PA	\$24.00
---	--------	-----------------------------------	---------

Finance Charges

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,283.13	.02712%	9.90%	\$36.01
CASH	\$.00	.02712%	9.90%	\$.00

ANNUAL PERCENTAGE RATE applied this period 9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

00000000 0 5291492116383866 03 40144903000000000006

New Balance	\$4,014.49
Minimum Amount Due	\$.00
Payment Due Date	February 03, 2005
Total enclosed \$	[]
Account Number:	5291-4921-1638-3866

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

012033

#9000400631316489# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140

peoplepc™ online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP
TODAY!

1-888-587-9669

Mention Offer Code: DIAMOND
Or visit www.peoplepc.com/go/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.

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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 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.

- 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 total 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 month of 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.

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.

Enjoy greater **flexibility** with the attached Capital 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 March 31, 2004. Use yours today!

CapitalOne
what's in your wallet?™

* 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 PURCHASE CHECK

Date

Page 2 of 2

Dear AMY M SPADARO,

Re: Account ending in 3866

Expires March 31, 2004

68-677/510
201068
04400

VOID

Pay to the order of

\$

Dollars

CapitalOne® Richmond, VA 10.90% ANNUAL PERCENTAGE RATE (0.04082% daily periodic rate).

Memo

Cardholder
Signature

10.90% ANNUAL PERCENTAGE RATE (0.02986% daily periodic rate).

CAPITAL PURCHASE CHECK

Date

68-677/510
201068
04400

Expires March 31, 2004

VOID

Pay to the order of

\$

Dollars

CapitalOne® Richmond, VA

12033M

Memo

Cardholder
Signature

CAPITAL PURCHASE CHECK

Date

68-677/510
201068
04400

Expires March 31, 2004

VOID

Pay to the order of

\$

Dollars

CapitalOne® Richmond, VA

Memo

Cardholder
Signature



Important Information

Equal Credit Opportunity Act

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants:

- on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract);
- because all or part of the applicant's income is derived from any public assistance program; or
- because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

The federal agency that administers compliance with the law concerning this creditor is:

The Federal Reserve Bank of Richmond
701 East Byrd Street
Richmond, Virginia 23219

You have the option of declining this change to your account and paying off your outstanding balances at your current rates and terms. **To decline these changes, you must stop using your card before March 1, 2005. If you use your card on or after March 1, 2005, it will be considered acceptance of these new account terms and will make them effective within three Billing Periods following the Billing Period during which the transaction occurred. In addition, you must also complete the attached coupon, including your account number, name and signature, and we must receive it no later than February 15, 2005, or the new terms will take effect.**

Unless otherwise notified, all other terms remain in full force and effect.

If you would like a statement of specific reasons why your account terms have changed, please write to us or call at: Capital One, P.O. Box 85015, Richmond, VA 23285-5015; 1-800-955-7070 within 60 days of receiving this notice. We will provide you with a statement of reasons within 30 days of receiving your request.

Special
Capital One
Offer!



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

\$4.97*
a month for
first 3 months;
\$9.95/mo. thereafter

SIGN UP TODAY!

1-888-587-9669

Mention Offer Code: PEARL
Or visit www.peoplepc.com/go/pearl

peoplepc™ online
A better way to Internet.

PeoplePC Online offers all the features you would expect from higher-priced Internet Service Providers, including:

- ✓ Virus Protection powered by Symantec™
- ✓ Pop-Up Blocker™
- ✓ Spam Controls
- NEW Smarter Smart Dialer Technology
- NEW More Email Addresses
- NEW Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One®

PLATINUM MASTERCARD ACCOUNT

JAN 04 - FEB 03, 2005

5291-4921-1638-3866

Page 1 of 2

Account Summary

Previous Balance	\$4,014.49
Payments, Credits and Adjustments	\$0.00
Transactions	\$0.00
Finance Charges	\$33.89
New Balance	\$4,048.38
Minimum Amount Due	\$80.00
Payment Due Date	March 03, 2005
Total Credit Line	\$7,000
Total Available Credit	\$2,951.62
Credit Line for Cash	\$3,500
Available Credit for Cash	\$2,951.62

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,030.86	.02712%	9.90%	\$33.89
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

00000000 0 5291492116383866 03 4048380300000080002

New Balance \$4,048.38
Minimum Amount Due \$80.00
Payment Due Date March 03, 2005

Total enclosed \$
Account Number: 5291-4921-1638-3866

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



004505

#9003500631316463# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140



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!

1-888-587-9669

Mention Offer Code: PEARL

Or visit www.peoplepc.com/go/pearl

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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 the purchase segment of your account. 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 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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011GLBAX

03R05 0 0100
4505M
2-466-B----

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 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.



Good credit is priceless.

Payment Protection from Capital One® makes protecting it affordable!

Call toll free **1-888-527-3014** to enroll now or
mail the attached Enrollment Form with your Capital One® credit card payment.

When you call, please mention Key Code **7ZY-46**

Dear AMY M SPADARO,

**Affordable credit protection
designed with you in mind.**

Your minimum monthly payment
will be paid — including the monthly
charge for Payment Protection.

Late and overlimit fees may be waived.

You can use your Capital One
card even while benefit payments
are being made!

SPECIAL BONUS OFFER!

When you enroll in Payment
Protection, we'll provide you a
complimentary membership in
Shopping Essentials, a program
where you can use gift cards to
save up to \$3700 on home goods,
apparel, online shopping and more
at your favorite establishments.

See reverse for more details.

You made a smart move when you signed up for your Capital One® credit card. Page 2 of 2
And now we're giving you the opportunity to make yet another smart move:

Safeguarding your credit is affordable with Payment Protection.

Protecting your credit rating has never been more affordable. Capital One brings you credit
protection at a price that helps you meet your financial needs. And as a special bonus, when
you enroll in Payment Protection, you'll automatically become a member of *Shopping
Essentials*, an exciting **FREE** savings program (see sidebar).

The Capital One Payment Protection Program **pays the minimum monthly
payment** you owe on your eligible balance for up to 12 months **if you lose a job**
involuntarily or become **temporarily disabled** due to an accident or illness. And in the case
of an employer-approved leave of absence, the program pays the minimum monthly
payment you owe on the eligible balance for up to three months. Plus, in the **event of death**
or permanent total disability, Payment Protection will pay off the eligible balance on your
card, up to \$10,000.

Payment Protection costs only \$0.69 per \$100 of your monthly statement balance. For
example, if your balance is \$200, the cost for the month is only \$1.38. If it is zero, there's no
cost to you at all. **And there are no hidden fees.**

Over 5 million Capital One customers safeguard their credit with Payment Protection. To
join them, just sign and return your attached Enrollment Form in the provided Capital One
credit card payment envelope. You will receive your Payment Protection Addendum,
including complete plan terms and conditions, in about two weeks.

Protect your credit and enjoy peace of mind — enroll in Payment Protection today.

Sincerely,

Pat W. Johnston

Pat W. Johnston
Director of New Accounts

P.S. The power of Payment Protection has never been more affordable. And when
you enroll in Payment Protection, you can save big with your **FREE** membership to
Shopping Essentials. Enroll now to protect your Capital One account and
start saving money!

4505M

Thank you for choosing

Capital One®

Customer Relations:

(800) 955-7070

www.capitalone.com

Enroll your other Capital One accounts in Payment Protection today by calling 1-888-527-3014.

201381

**Payment Protection®
Enrollment Form**

Please sign in black or blue ink only.
Detach and return this form in your
Capital One credit card payment envelope.

AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140

☐ **YES!** I want the peace of mind that comes with
Payment Protection.

BONUS! Free membership in *Shopping Essentials*

By signing below, I authorize you to enroll me in this program to safeguard my
current Capital One® account. I understand that by enrolling, I will be charged
\$0.69 per \$100 of my monthly statement balance, which will be billed to my
Capital One credit card account. Please see reverse for Important Information.

Signature _____ Date ____/____/____

Date of Birth ____/____/____

201381
Key Code: 7ZY-46
File Code: 46CAPVR

Account # 5291-4921-1638-3866

Shopping Essentials

When you enroll in Payment Protection, you'll automatically become a member of *Shopping Essentials*, a **FREE** program where you can use gift cards to save up to \$3700 at these and other great retailers, with gift cards purchased through the program:



Harry and David

KOHL'S

LANDS' END

LINENS-N-THINGS

TARGET.

IMPORTANT INFORMATION ABOUT PAYMENT PROTECTION

Your Payment Protection Addendum, which includes your membership materials, will arrive in about 2-3 weeks and your membership will be effective as of the date shown on the Addendum. The cost of just \$0.69 per \$100 of your account balance each month will be automatically billed to your Capital One credit card account. This program pays the minimum monthly payment you owe on the eligible balance, for up to 12 months, if you become involuntarily unemployed or are unable to work due to temporary disability. It also pays the entire balance, up to \$10,000, in the event of your death or permanent total disability. For inquiries, or if you wish to discontinue this program, please call the toll-free number included in your Payment Protection Addendum.

IMPORTANT INFORMATION ABOUT SHOPPING ESSENTIALS

Your welcome kit for *Shopping Essentials* will arrive under separate cover within about 2-3 weeks. Your membership in *Shopping Essentials* will be effective as long as you are actively enrolled in this Payment Protection plan. Please enjoy your free membership courtesy of Payment Protection.

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The Lands' End® gift card is redeemable for merchandise and services in Lands' End consumer catalogs, including Home, Women, Men and Kids, at landsend.com, Lands' End stores or at participating Sears, Roebuck and Co. store locations in the United States and Puerto Rico. To receive a catalog, call the Lands' End toll-free number. From the U.S. or Canada: 1-800-356-4444. International call: 1-608-935-6170.

Cards cannot be redeemed for cash or applied to your Sears credit accounts, except where required by law. Not redeemable for corporate logo'd apparel. Lost, stolen or damaged gift cards may be cancelled and replaced with required proof of purchase or customer information. Lands' End gift cards have no usage fees or expiration dates and have a declining balance. For automated balance inquiry, call 1-888-816-7040.

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Eventually, you'll be able to get one FREE credit report.
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Get CreditInForm® NOW to monitor and understand your credit with:

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- In-depth quarterly credit updates
- Credit Analyzer, an online tool that shows what impacts your credit score
- Credit Education Specialists for personalized care

Act NOW to get MORE than just a free credit report! CreditInForm gives you the information and services you need to manage your credit - just \$4.99 a month.

See back for details.

Risk-free for 30 days.

Offer expires: 05-28-05.

CreditInForm®
brought to you by Capital One®



Call 1-877-530-1023 today to enroll for CreditInForm and learn what's really affecting your credit. When you call, mention your reservation # 66369085

or by mail

☒ YES, I want to manage my credit with CreditInForm.

I authorize Capital One® to forward this coupon, which includes my account number for billing purposes, on my behalf to the company that provides this product. I have read and agree with the important terms and disclosures on the back and authorize Intersections Inc., provider of CreditInForm, to obtain my credit report and monitor my credit file.

Signature

Name (Please Print)

☒ ☒ ☒ ☒ ☐ ☐ ☐ ☐

Please fill in the last four digits of your Social Security Number (Required)

AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140
66369085

17540

Capital One®

PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

FEB 04 - MAR 03, 2005

Page 1 of 1

Account Summary

Previous Balance	\$4,048.38
Payments, Credits and Adjustments	\$105.00
Transactions, including Monthly Bills	\$183.70
Finance Charges	\$31.46

New Balance	\$4,158.54
Minimum Amount Due	\$83.00
Payment Due Date	April 02, 2005

Total Credit Line	\$7,000
Total Available Credit	\$2,841.46
Credit Line for Cash	\$3,500
Available Credit for Cash	\$2,841.46

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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.

Payments, Credits and Adjustments

1	09 FEB	PAYMENT RECEIVED - THANK YOU	\$25.00-
2	02 MAR	PAST DUE FEE CREDIT	35.00-
3	02 MAR	PAST DUE FEE CREDIT	35.00-
4	03 MAR	CAPITAL ONE ONLINE ACH PAYMENT	10.00-

Monthly Bills and Related Expenses

5	16 FEB	VERIZON WRLS MORRISTOWN NJ	\$183.70
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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	\$4,142.46	.02712%	9.90%	\$31.46
CASH	\$0.00	.02712%	9.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

9.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 5291492116383866 03 4158540010000083005

New Balance	\$4,158.54
Minimum Amount Due	\$83.00
Payment Due Date	April 02, 2005

Total enclosed \$
Account Number: 5291-4921-1638-3866

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



005259



#9006300631316485# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140

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

CreditInform® – because what you don't know can hurt you.

Your credit report affects many things in your life – your ability to get a car loan or a mortgage, rent an apartment, even land a job. In fact, it's so important that waiting for a free credit report isn't enough – you also need to understand what it all means, and you need to know now.

CreditInform can help make sense of the numbers, and monitor the accuracy of your credit file with a personalized, easy-to-read credit report from Equifax, a leading credit reporting agency.

To more effectively manage your credit with CreditInform, call 1-877-530-1023 today or sign and return this form.

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Enjoy exclusive benefits

Your report includes your credit score, explanations of what influences your score and personalized credit information. You'll also receive detailed quarterly credit updates online or via mail. And Credit Education Specialists are available to answer questions or help you resolve a dispute.

30-day, risk-free trial period

Join CreditInform TODAY and enjoy a 30-day, risk-free trial period. After that, your \$4.99 monthly membership fee will be automatically and conveniently billed to your Capital One® account unless you cancel. Remember, if you cancel, your personalized credit profile is yours to keep.

You may have additional rights under state law. At any time, you may request and obtain your report from a consumer reporting agency. You are entitled to free reports if a person has taken adverse action against you because of information in a report; if you are the victim of identity theft or fraud; if you are on public assistance; or if you are unemployed but expect to apply for employment within 60 days. In addition, you are entitled to one free report every twelve months from each of the nationwide credit reporting agencies and from some specialized consumer reporting agencies. You may request your report beginning on December 1, 2004, or on a later date, depending on where in the country you live. Otherwise, the consumer reporting agency may impose a reasonable charge for the disclosure. For a reasonable charge, you may request your credit score from consumer reporting agencies that create and distribute scores used in residential real property loans and in some mortgage transactions receive credit score information for free. The state of GA permits consumers to obtain two credit reports per credit reporting agency per year, free of charge. The states of MA, VT, CO, NJ, MD and ME permit consumers to obtain one credit report per credit reporting agency per year, free of charge. NOTICE TO IL RESIDENTS: MANY GOVERNMENT RECORDS ARE AVAILABLE FREE OR AT A NOMINAL COST FROM GOVERNMENT AGENCIES. CREDIT REPORTING AGENCIES ARE REQUIRED BY LAW TO GIVE YOU A COPY OF YOUR CREDIT RECORD UPON REQUEST, AT NO CHARGE OR FOR A NOMINAL FEE.

1. **New 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 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 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 "Balance Rate Applied To," 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.

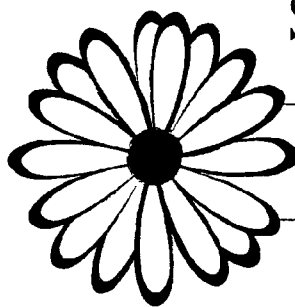
† Does not apply to consumer non-credit card accounts

‡ 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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Capital One®

PLATINUM MASTERCARD ACCOUNT

MAR 04 - APR 03, 2005

5291-4921-1638-3866

Page 1 of 1

Account Summary

Previous Balance	\$4,158.54
Payments, Credits and Adjustments	\$0.00
Transactions, including Monthly Bills	\$84.94
Finance Charges	\$53.48
New Balance	\$4,296.96
Minimum Amount Due	\$168.00
Payment Due Date	May 03, 2005
Total Credit Line	\$7,000
Total Available Credit	\$2,703.04
Credit Line for Cash	\$3,500
Available Credit for Cash	\$2,703.04

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	03 MAR	WMV MATCH.COM 800-926-2824 TX	\$29.99
2	03 APR	PAST DUE FEE	35.00

Monthly Bills and Related Expenses

3	16 MAR	YAH*YAHOO PERS SERVICE 866-458-8744 CA	\$19.95
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You were assessed a past due fee of \$35.00 on 04/03/2005 because your minimum payment was not received by the due date of 04/02/2005. 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	\$4,226.55	.04082%	14.90%	\$53.48
CASH	\$0.00	.04082%	14.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

00000000 0 5291492116383866 03 4296960010000168006

New Balance \$4,296.96
Minimum Amount Due \$168.00
Payment Due Date May 03, 2005
Total enclosed \$
Account Number: 5291-4921-1638-3866

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

#9009300631316482# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140

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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plush toys, gourmet foods and more
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- 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 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.
- 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 and cease using your account, we will consider 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.

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.

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.

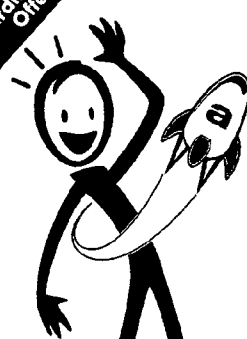
† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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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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Capital One

PLATINUM MASTERCARD ACCOUNT

APR 04 - MAY 03, 2005

5291-4921-1638-3866

Page 1 of 1

Account Summary

Previous Balance	\$4,296.96
Payments, Credits and Adjustments	\$0.00
Transactions	\$64.99
Finance Charges	\$53.30
New Balance	\$4,415.25
Minimum Amount Due	\$256.00
Payment Due Date	June 03, 2005
Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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 Richmond, VA 23285-5015
St. Louis, MO 63179-0216

Payments, Credits and Adjustments

Transactions

1	03 APR	WMV MATCH.COM 800-926-2824 TX	\$29.99
2	03 MAY	PAST DUE FEE	35.00

Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

You were assessed a past due fee of \$35.00 on 05/03/2005 because your minimum payment was not received by the due date of 05/03/2005. 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	\$4,352.65	.04082%	14.90%	\$53.30
CASH	\$0.00	.04082%	14.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291492116383866 03 4415250010000256001

New Balance \$4,415.25
Minimum Amount Due \$256.00
Payment Due Date June 03, 2005

Total enclosed \$
Account Number: 5291-4921-1638-3866

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

005634

#9012400631316485# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140

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

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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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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.

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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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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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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.

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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.

048

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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048-0404



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 added to the purchase segment of your account.

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BILLING RIGHTS SUMMARY

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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.

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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 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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049-0404

CapitalOne

PLATINUM MASTERCARD ACCOUNT

JUN 04 - JUL 03, 2005

5291-4921-1638-3866

Page 1 of 1

Account Summary

Previous Balance	\$4,506.46
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$55.51
New Balance	\$4,596.97
Minimum Amount Due	\$437.00
Payment Due Date	August 03, 2005
Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	03 JUL	PAST DUE FEE	\$35.00
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We have canceled your enrollment in On-Line Billing because your account is delinquent.

Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

You were assessed a past due fee of \$35.00 on 07/03/2005 because your minimum payment was not received by the due date of 07/02/2005. 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	\$4,533.23	.04082%	14.90%	\$55.51
CASH	\$0.00	.04082%	14.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 0 5291492116383866 03 4596970010000437007

New Balance \$4,596.97
Minimum Amount Due \$437.00
Payment Due Date August 03, 2005
Total enclosed \$
Account Number: 5291-4921-1638-3866

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
111096

#9018400631316489# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140

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".

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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:
AMY M SPADARO

PAST DUE !

TEMPORARILY
SUSPENDED

Capital One | what's in your wallet?

Capital One

PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

JUL 04 - AUG 03, 2005

Page 1 of 1

Account Summary

Previous Balance	\$4,596.97
Payments, Credits and Adjustments	\$100.00
Transactions	\$35.00
Finance Charges	\$57.26
New Balance	\$4,589.23
Minimum Amount Due	\$428.00
Payment Due Date	September 03, 2005
Total Credit Line	\$7,000
Total Available Credit	\$3,500
Credit Line for Cash	\$3,500
Available Credit for Cash	\$3,500

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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

1	04 JUL	PAYMENT RECEIVED - THANK YOU	\$100.00
---	--------	------------------------------	----------

Transactions

2	03 AUG	PAST DUE FEE	\$35.00
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In May you received a letter advising you that the credit bureau used to make a change to your account terms was Experian, when in fact the information was from Equifax. You have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. Equifax Corporation, P.O. Box 740241, Atlanta, GA 30374-0241. (800) 685-1111

You were assessed a past due fee of \$35.00 on 08/03/2005 because your minimum payment was not received by the due date of 08/03/2005. 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	\$4,524.61	.04082%	14.90%	\$57.26
CASH	\$35.00	.04082%	14.90%	\$3.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

0000000 0 5291492116383866 03 4589230100000428007

New Balance	\$4,589.23
Minimum Amount Due	\$428.00
Payment Due Date	September 03, 2005
Total enclosed \$	
Account Number:	5291-4921-1638-3866

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

011319

#9021600631316489# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140

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

03903-0100
11313M
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 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 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 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.

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.
© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

ACCOUNT STATUS FOR:
AMY M SPADARO

PAST DUE!

TEMPORARILY
SUSPENDED

Capital One® what's in your wallet?

042-0605



PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

AUG 04 - SEP 03, 2005

Page 1 of 1

Account Summary

Previous Balance	\$4,589.23
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$58.43
New Balance	\$4,682.66
Minimum Amount Due	\$521.00
Payment Due Date	October 03, 2005
Total Credit Line	\$7,000
Total Available Credit	\$3,000
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	03 SEP	PAST DUE FEE	\$35.00
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Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

You were assessed a past due fee of \$35.00 on 09/03/2005 because your minimum payment was not received by the due date of 09/03/2005. 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	\$4,617.44	.04082%	14.90%	\$58.43
CASH	\$0.00	.04082%	14.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 5291492116383866 03 4682660100000521007

New Balance	\$4,682.66
Minimum Amount Due	\$521.00
Payment Due Date	October 03, 2005
Total enclosed	\$
Account Number:	5291-4921-1638-3866

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

069533

#9024700631316484# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801

03R05 0 0100
69533P
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 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. 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 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 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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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 1-2 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.

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


 PLATINUM MASTERCARD ACCOUNT
 5291-4921-1638-3866

 SEP 04 - OCT 03, 2005
 Page 1 of 1

Account Summary

Previous Balance	\$4,682.66
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$57.68
New Balance	\$4,775.34
Minimum Amount Due	\$4,775.34
Payment Due Date	November 03, 2005
Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	03 OCT	PAST DUE FEE	\$35.00
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We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, 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 10/03/2005 because your minimum payment was not received by the due date of 10/03/2005. 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:
1-800-955-7070

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!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$4,710.48	.04082%	14.90%	\$57.68
CASH	\$0.00	.04082%	14.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



00000000 0 5291492116383866 03 4775340100004775349

New Balance	\$4,775.34
Minimum Amount Due	\$4,775.34
Payment Due Date	November 03, 2005
Total enclosed \$	
Account Number:	5291-4921-1638-3866

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

011510M



#9027700631316481# MAIL ID NUMBER
 AMY M SPADARO
 102 E 2ND AVE
 DU BOIS PA 15801-3140



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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 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.

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 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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PLATINUM MASTERCARD ACCOUNT
5291-4921-1638-3866

OCT 04 - NOV 03, 2005
Page 1 of 1

Account Summary

Previous Balance	\$4,775.34
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$60.80
New Balance	\$4,871.14
Minimum Amount Due	\$4,871.14
Payment Due Date	December 03, 2005
Total Credit Line	\$7,000
Total Available Credit	\$0.00
Credit Line for Cash	\$3,500
Available Credit for Cash	\$0.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-955-7070

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	03 NOV	PAST DUE FEE	\$35.00
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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.

Under the terms of your account, Capital One has the right to increase the Annual Percentage Rate ("APR") applicable to purchases, cash advances and special transfers effective immediately. However, because you are a preferred cardholder, Capital One has elected not to raise your APR at this time. Please be advised that if you fail to abide by the terms of your agreement, Capital One reserves the right to raise your APR in the future.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, 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 11/03/2005 because your minimum payment was not received by the due date of 11/03/2005. 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	\$4,804.69	.04082%	14.90%	\$60.80
CASH	\$0.00	.04082%	14.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 14.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 0 5291492116383866 03 4871140100004871143

New Balance \$4,871.14
Minimum Amount Due \$4,871.14
Payment Due Date December 03, 2005
Total enclosed \$
Account Number: 5291-4921-1638-3866

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
005307

#9030800631316484# MAIL ID NUMBER
AMY M SPADARO
102 E 2ND AVE
DU BOIS PA 15801-3140

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. **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. **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.

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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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.

CUSTOMER AGREEMENT

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 signed 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 told 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 MasterCard International Incorporated or Visa USA, Inc., as applicable, for all amounts or expenses 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 and 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 money transfer 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 identified 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 pay 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 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, 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.

Indated transactions and transactions made with account access checks: from the date a 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, we will continue to assess to your unpaid balance until the unpaid balance is

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. Additionally, your account will not be closed until you pay all amounts you owe

EXHIBIT
"B"

your next statement closing date, there is no grace period on any transaction.

B. 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.
- 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.

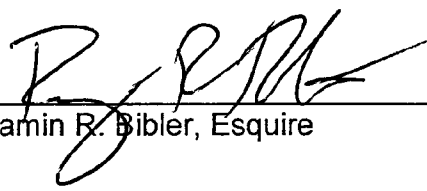
If you want to stop an authorized user's access to your account, you must call our Customer Relations department and destroy the user's card (if any) and any account access checks he or she may have. If you are unable to destroy that person's card and account access checks, and you call our Customer 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 continue after your rights to obtain credit have been terminated or suspended. We may delay in enforcing our rights under this

VERIFICATION

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



Benjamin R. Bibler, Esquire

CERTIFICATE OF SERVICE

A true and correct copy of the Second Amended Complaint in Civil Action has been served by First Class Mail, postage pre-paid, on 26th day of September, 2007 upon the following:

**Robin Foor, Esquire
Mid Penn Legal Service
211 Easr Locust Street,
Clearfield, Pa. 16830**

By: _____

A handwritten signature in black ink, appearing to read 'R. Foor', written over a horizontal line.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103010
NO: 07-1142-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: AMY M. SPADARO

FILED
03:00
DEC 05 2007
William A. Shaw
Clerk of Courts

SHERIFF RETURN

NOW, July 30, 2007 AT 12:05 PM SERVED THE WITHIN COMPLAINT ON AMY M. SPADARO DEFENDANT AT 520 KNARR ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMY SPADARO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

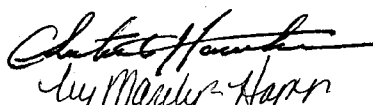
SERVED BY: COUDRIET /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2939277	10.00
SHERIFF HAWKINS	WELTMAN	2939277	54.86

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

vs.

AMY M SPADARO

Defendant

No. 07-1142-CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITH PREJUDICE

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#05974905

FILED 1cc'd / Cert of
disc issued to
m/12:00 pm Atty Bibler
JAN 22 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. 07-1142-CD

AMY M SPADARO

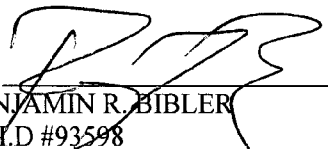
Defendant

PRAECIPE TO SETTLE DISCONTINUE AND END WITH PREJUDICE

TO THE PROTHONOTARY OF COUNTY:

Please kindly Settle Discontinue the above captioned matter upon the records of the Court with prejudice and mark the cost paid.

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

By: 

BENJAMIN R. BIBLER

PA I.D #93598

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

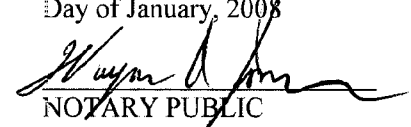
(412) 434-7955

WWR#05974905

Sworn to and subscribed

Before me the 19

Day of January, 2008


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Wayne A. Jones, Notary Public

City of Pittsburgh, Allegheny County

My Commission Expires June 29, 2010

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Capital One Bank

Vs.

No. 2007-01142-CD

Amy M. Spadaro

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 22, 2008, marked:

Settled, discontinued and ended with prejudice

Record costs in the sum of \$85.00 have been paid in full by James C. Warmbrodt Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of January A.D. 2008.



William A. Shaw, Prothonotary

cm