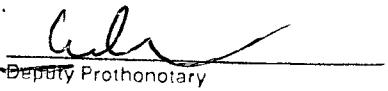


07-1688-CD
Capital One vs Vicki Kowalski

April 10, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No: 07-1688-CD

vs.

COMPLAINT IN CIVIL ACTION

VICKI F KOWALSKI

Defendant

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
06107813 C N Pit KXW

FILED Atty pd.
m 10/23/08 85.00
OCT 17 2008
ICE Sheriff
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
VICKI F KOWALSKI
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.

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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:

VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD, PA 16830

3. Defendant applied for and received a credit card bearing the account number 5178052500801242 .

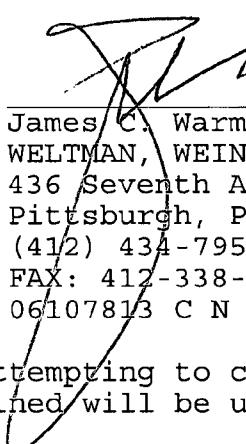
4. Defendant made use of said credit card and has a current balance due of \$1608.96 , as of July 25, 2007 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from July 25, 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.

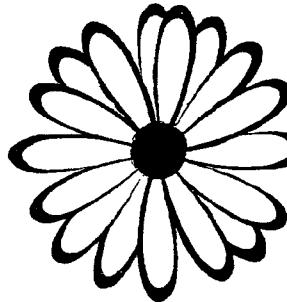
Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , VICKI F KOWALSKI , INDIVIDUALLY , in the amount of \$1608.96 with continuing interest thereon at the rate of 25.900% per annum from July 25, 2007 plus costs.


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436 Seventh Avenue, Suite 2718
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(412) 434-7955
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Save **15%***

on your next purchase when
you use Promotion Code **CAP66**
(See reverse for details)

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Remember: Mother's Day is Sunday, May 14th

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003

CapitalOne®

PLATINUM MASTERCARD ACCOUNT

MAR 06 - APR 05, 2006

5178-0525-0080-1242

Page 1 of 1

Account Summary

Previous Balance	\$1,139.08
Payments, Credits and Adjustments	\$0.00
Transactions	\$39.00
Finance Charges	\$25.33
 New Balance	 \$1,203.41
Minimum Amount Due	\$1,203.41
Payment Due Date	May 05, 2006
Total Credit Line	\$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

EXHIBIT

Payments, Credits and Adjustments

Transactions

1	05 APR	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
2	05 APR	PAST DUE FEE	35.00

Reminder: If we receive your minimum monthly payment on time for 12 consecutive billing periods, this account will be reviewed for a possible return to your Non-Introductory A.P.R.

You were assessed a past due fee of \$35.00 on 04/05/2006 because your minimum payment was not received by the due date of 04/05/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

160795

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,151.41	.07096%	25.90%	\$25.33
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 7 5178052500801242 05 1203410030001203412

New Balance	\$1,203.41
Minimum Amount Due	\$1,203.41
Payment Due Date	May 05, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

018079



#9009639382627369# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751



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

**Get sweet savings on Mother's Day gifts
for all the moms in your life !**

- Freshest flowers artistically designed
- Personal service 24/7 for delivery same day, any day
- 100% satisfaction and freshness guaranteed
- The finest selection of flowers, plants, gift baskets, plush toys, gourmet foods and more
- Gifts exclusively designed for 1-800-FLOWERS.COM by leading brands you trust.



Your florist of choice

Save **15%**^{*}
on your next purchase when
you use Promotion Code **CAP66**

Save this code! Offer good all year long!

Call 1-800-FLOWERS® (1-800-356-9377)
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1-800-FLOWERS.COM® uses Secure Socket Layer (SSL) encryption technology to secure its website.

1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in full, within time for which an important notice for payments is below, and in time for which an important notice for your 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. **Assuming Finance Charge.** Items which are not paid in full, will be assessed a periodic 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 will be charged a finance charge, even if you pay the total "New Balance" in full, on the first day 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 amount of all new purchases, new balance transfers, and 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., daily 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 to 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 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, 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 you did not have a balance on your previous statement), 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(s) for the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of the statement next to "Balance Rate Applied To", we multiply the average daily balance of each segment by 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.) Then we add up the daily balance for 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 latest issue of 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 Repurchase Premium) 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. **Assessing fees of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than twice 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 notice 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, we 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 account 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 cards and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing before we receive your request, we will cancel your 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 advances, and any fees related 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 received 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 to your account, the fee will continue to be charged, to the extent permitted by law, until the account has been closed 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 for payment, you authorize us either to convert your check to an electronic check or to make an electronic fund transfer from your bank account 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 your statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations, 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, tell us why you believe there is an error. If you do not know the name of the merchant in 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 problem 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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180795
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2/10/2013

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 by us in our processing center by 3:00 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited to your account until we receive them. In some cases, 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, 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, successor-in-interest to Capital One, F.S.B.

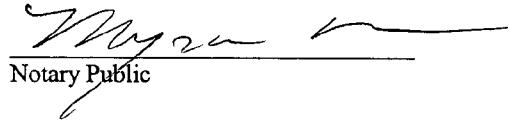
vs

KOWALSKI, VICKI F

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, DANIEL SCHINDLER, Authorized Agent, of CAPITAL ONE BANK, successor-in-interest to Capital One, F.S.B., 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.



DANIEL SCHINDLER



Myra

Notary Public

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

5178052500801242
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103320**

CAPITAL ONE BANK

Case # 07-1688-CD

vs.

VICKI F. KOWALSKI

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW February 11, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO VICKI F. KOWALSKI, DEFENDANT. SEVERAL ATTEMPTS, NO RESPONSE

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2904963	10.00
SHERIFF HAWKINS	WELTMAN	2904963	20.00

FILED
03:30pm
FEB 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins
Aug. 11, 2008
Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

No: 07-1688-CD

vs.

COMPLAINT IN CIVIL ACTION

VICKI F KOWALSKI

Defendant

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
06107813 C N Pit KXW

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

OCT 17 2007

Attest.

William L. Bales
Prothonotary/
Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No
VICKI F KOWALSKI
Defendant

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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.

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COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
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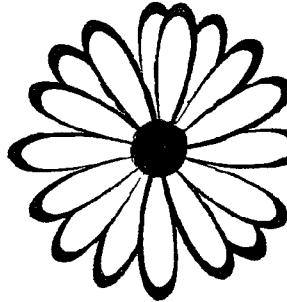
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James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
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(412) 434-7955
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Capital One®

PLATINUM MASTERCARD ACCOUNT

MAR 06 - APR 05, 2006

5178-0525-0080-1242

Page 1 of 1

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At your service

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Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

EXHIBIT

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Please see reverse side for important information

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ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One®

0000000 7 5178052500801242 05 1203410030001203412

New Balance	\$1,203.41
Minimum Amount Due	\$1,203.41
Payment Due Date	May 05, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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

Street	Apartment	
City	State	ZIP
Home Phone	Alternate Phone	@
Email Address		

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

01B079

#9009639382627369# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751



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

**Get sweet savings on Mother's Day gifts
for all the moms in your life !**

1-800-FLOWERS.COM® always promises you and all the moms you love:

- Freshest flowers artistically designed
- Personal service 24/7 for delivery same day, any day
- 100% satisfaction and freshness guaranteed
- The finest selection of flowers, plants, gift baskets, plush toys, gourmet foods and more
- Gifts exclusively designed for 1-800-FLOWERS.COM® by leading brands you trust.



Your florist of choice.

Save 15%*
on your next purchase when
you use Promotion Code CAP66

Save this code! Offer good all year long!

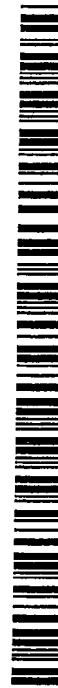
**Call 1-800-FLOWERS® (1-800-356-9377)
or Click www.1800flowers.com today!**

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0600300100
180795

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 balances, 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 for 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. Assuring Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction from the date the transaction is processed in 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 are sending "New Balance" 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 subject to a finance charge, a minimum FINANCIAL CHARGE of \$0.50 will be imposed. If the total finance charge on the balance of your account (not your periodic rate) is less than \$0.50, we will subtract that amount from the \$0.50 minimum, and the difference will be billed to the purchase segment of your account.

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

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment to your balance in 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 purchases 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 on your statement in full (or if your new balance was zero or a small 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, we multiply the average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge 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.) Then, we divide the sum of 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 (Bankrate 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 a 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.

a. Finance charge is calculated by multiplying the periodic rate for each segment of your account and any 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. Payment by 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 provide us with the full (except for 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 unauthorized billing, and do not use your account. If you do not cancel your unauthorized billing arrangement, 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 any 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 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 deposit. 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 information shown on the front of this statement. We must receive your letter within 60 days after we send you the first bill on which the error or problem occurred. 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 explain, as clearly as possible, why you believe there is an error or if you need more information. A description of the item you are unsure about. Do you not have the same amount in question while we are investigating it, but 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 problem only when the purchase price was more than \$50.00 and the purchase was made in your state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

VERIFICATION

CAPITAL ONE BANK, successor-in-interest to Capital One, F.S.B.

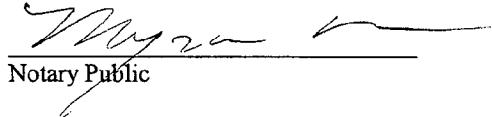
vs

KOWALSKI, VICKI F

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, DANIEL SCHINDLER, Authorized Agent, of CAPITAL ONE BANK, successor-in-interest to Capital One, F.S.B., 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.



DANIEL SCHINDLER



Myra

Notary Public

MYRA PRINDLE
Notary Public
Gwinnett County Georgia
My Commission Expires July 31st 2004

5178052500801242
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

FILED

APR 10 2008 (P)

M 12:45 PM
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 07-1688-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

VICKI F KOWALSKI

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS, CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6107813

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No. 07-1688-CD.

VICKI F KOWALSKI

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

By: 

James C. Warmbrodt, Esquire

PA I.D. #42524

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

2718 Koppers Building

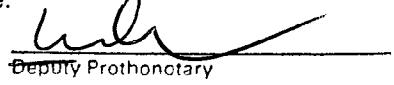
436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #6107813

April 16, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

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

CAPITAL ONE BANK

Plaintiff

No: 07-1688-CD

vs.

COMPLAINT IN CIVIL ACTION

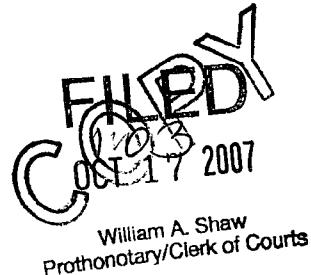
VICKI F KOWALSKI

Defendant

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
06107813 C N Pit KXW


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

VICKI F KOWALSKI

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:

VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD, PA 16830

3. Defendant applied for and received a credit card bearing the account number 5178052500801242 .

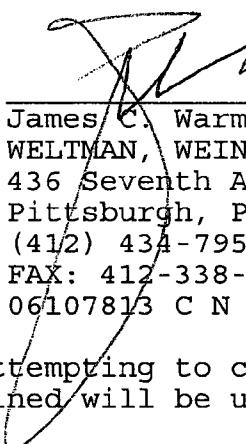
4. Defendant made use of said credit card and has a current balance due of \$1608.96 , as of July 25, 2007 .

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

6. Plaintiff is entitled to the addition of interest at the rate of 25.900% per annum on the unpaid balance from July 25, 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.

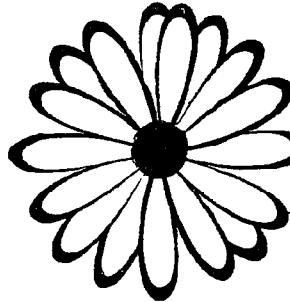
Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , VICKI F KOWALSKI , INDIVIDUALLY , in the amount of \$1608.96 with continuing interest thereon at the rate of 25.900% per annum from July 25, 2007 plus costs.


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
06107813 C N Pit KXW

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on your next purchase when
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Remember: Mother's Day is Sunday, May 14th

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CapitalOne®

PLATINUM MASTERCARD ACCOUNT

MAR 06 - APR 05, 2006

5178-0525-0080-1242

Page 1 of 1

Account Summary

Previous Balance	\$1,139.08
Payments, Credits and Adjustments	\$0.00
Transactions	\$39.00
Finance Charges	\$25.33
New Balance	\$1,203.41
Minimum Amount Due	\$1,203.41
Payment Due Date	May 05, 2006
Total Credit Line	\$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	05 APR	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
2	05 APR	PAST DUE FEE	35.00

Reminder: If we receive your minimum monthly payment on time for 12 consecutive billing periods, this account will be reviewed for a possible return to your Non-Introductory A.P.R.

You were assessed a past due fee of \$35.00 on 04/05/2006 because your minimum payment was not received by the due date of 04/05/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

EXHIBIT

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,151.41	.07096%	25.90%	\$25.33
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 7 5178052500801242 05 1203410030001203412

New Balance	\$1,203.41
Minimum Amount Due	\$1,203.41
Payment Due Date	May 05, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

010079

#9009639382627369# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

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

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- Gifts exclusively designed for 1-800-FLOWERS.COM® by leading brands you trust.



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Save 15%*
on your next purchase when
you use Promotion Code CAP66

Save this code! Offer good all year long!

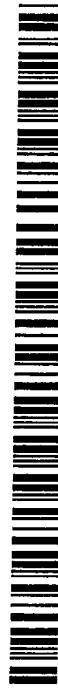
Call 1-800-FLOWERS® (1-800-356-9377)
or Click www.1800flowers.com today!

*Exclusive of applicable service and shipping charges and taxes. Items may vary and are subject to availability, delivery rules and times. Items can be ordered online and by phone only. Offers cannot be combined, may not be available on all products and are subject to restrictions, limitations and blackout periods. Offer valid through 12/31/08. Prices and charges are subject to change without notice. Void where prohibited.

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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 date. There will be 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) if the day before the transaction or 2) from the date the transaction is processed to the day of the 25th or 31st of the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you have entered into an agreement on the front of your statement by the next statement date that you 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 amount of new purchases, new application of your periodic rates(s) is less than \$0.50, we will assess 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. Avoiding a 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 have been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each account segment to the daily balance of each account 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 purchases 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" on your purchase account in full (or if your new balance was paid in full) 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, we multiply the average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

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

periodic rate. To obtain the average daily balance for the billing period, we take the beginning balance of each segment, 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 the daily balance 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 (3mo 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 (1mo LIBOR) or G (3mo 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. We will assess a late fee for any payment that is 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 is assessed on the front of this statement, you have 20 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 contact us by calling our Customer Relations Department and provide your "New Balance" in full (including the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit cards and account access checks, cancel all preauthorized billing, and cease using your account. If you have any 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 charge from the merchant after your account has been closed, you will be responsible for 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. Use 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 present your check as a check for payment. 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 receive your letter no later than 60 days after we send you the first bill on which the error or problem first appears. 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. If you request a credit, you must provide 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 proportionate rights if 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 01GLBAK

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

VERIFICATION

CAPITAL ONE BANK, successor-in-interest to Capital One, F.S.B.

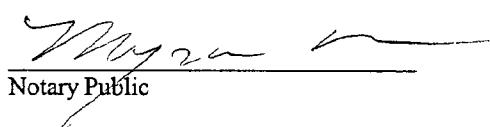
vs

KOWALSKI, VICKI F

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, DANIEL SCHINDLER, Authorized Agent, of CAPITAL ONE BANK, successor-in-interest to Capital One, F.S.B., 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.



DANIEL SCHINDLER



Notary Public

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

5178052500801242
A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

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

CAPITAL ONE BANK,
Plaintiff

vs.

VICKI F. KOWALSKI,
Defendant

*
*
* NO.: 07-1688-CD
*
* Type of Case: Civil
*
* Type of Pleading: Preliminary Objections
*
*
* Filed on Behalf of: Defendant
*
* Counsel of Record for this Party:
* Shana M. Pugh, Esquire
*
* Supreme Court No.: 200952
*
* MidPenn Legal Services
* 230 Lincoln Way East, Suite A
* Chambersburg, PA
* (717) 264-5354

FILED 3CC
01/10/52 B&W Atty Pugh
MAY 09 2008
6K
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITOL ONE BANK, :
: Plaintiff : Civil Action
: vs. : No. 07-1688-CD
: :
VICKI F. KOWALSKI, :
: Defendant :
:

**DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT**

Pursuant to Pa. R.C.P. No. 1028(c), Defendant Vicki F. Kowalski, by and through her attorneys, Shana M. Pugh, and MidPenn Legal Services preliminarily objects to Plaintiff's Complaint and moves for its dismissal as follows:

**I. PRELIMINARY OBJECTIONS RAISING FAILURE OF A PLEADING TO
CONFORM TO LAW OR RULE OF COURT Pa. R.C.P. No. 2002**

1. Capital One Bank (hereinafter referred to as "Plaintiff") filed a Complaint in this Honorable Court against Vicki F. Kowalski (hereinafter referred to as "Defendant") on October 17, 2007. The Complaint was reinstated on April 10, 2008.
2. Plaintiff is seeking an amount in excess of one thousand six hundred eight dollars and ninety-six cents (\$1,608.96).
3. Pursuant to Pa. R.C.P. No. 2002, all actions shall be prosecuted by the real party

in interest.

4. Plaintiff fails to allege an agreement was made between Plaintiff and Defendant.
5. Plaintiff did attach a document labeled "Exhibit '1'" to the Complaint. Said document is not sufficient to establish that Plaintiff and Defendant made an agreement.
6. Therefore, Plaintiff has failed to establish standing as a real party in interest.
WHEREFORE, Defendant Vicki F. Kowalski respectfully requests that this Honorable Court sustain her preliminary objections and dismiss Plaintiff's Complaint with prejudice.

II. PRELIMINARY OBJECTION RAISING FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT Pa. R.C.P. No. 1019(h)

7. Plaintiff fails to allege any agreement between the parties was made, oral or written.
8. If an agreement was made, pursuant to Pa. R.C.P. No. 1019(h), a claim based upon an agreement shall state specifically if the agreement is oral or written.
9. If an agreement was made, and that agreement was written, a copy of the agreement should be appended to the Complaint pursuant to the language of Pa. R.C.P. No. 1019(i) which states, in pertinent part, "[w]hen any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof...".
10. Plaintiff has not attached any document that is sufficient to establish an agreement was made between the parties.

11. If a written agreement was made, the absence of said agreement has not been explained and the substance of the absent document has not been set forth, both of which are requirements of Pa. R.C.P. No. 1029(i).
12. It thus appears that even if Plaintiff and Defendant entered into a written agreement, Plaintiff's Complaint failed to establish such by way of an attachment or by way of explanation.

WHEREFORE, Defendant Vicki F. Kowalski respectfully requests that this Honorable Court sustain her preliminary objections and dismiss Plaintiff's Complaint with prejudice.

III. PRELIMINARY OBJECTIONS RAISING INSUFFICIENT SPECIFICITY IN A PLEADING Pa. R.C.P. No. 1028(a)(3)

13. Pennsylvania Rule of Civil Procedure 1029(a)(3) requires that the "material facts" upon which a cause of action is based shall be stated in a concise and summary form.
14. The averments in Plaintiff's Complaint relative to the alleged default are insufficient because the date upon which the alleged default occurred is not averred.
15. The Complaint fails to provide any documentation or accounting of charges allegedly made by Defendant, including, but not limited to, a breakdown of charges, payments, and interest. This information is imperative to Defendant for without this information she is unable to have a basis upon which she is able to formulate a meaningful response and defense.

WHEREFORE, Defendant Vicki F. Kowalski respectfully requests that this Honorable Court sustain her preliminary objections and dismiss Plaintiff's Complaint with prejudice.

Respectfully submitted,

MidPenn Legal Services
Attorneys for Defendant

Date

BY: Shana M. Pugh 090
Shana M. Pugh, Esquire
ID# 200952

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

CAPITAL ONE BANK,
Plaintiff

vs.

VICKI F. KOWALSKI,
Defendant

*
*
* NO.: 07-1688-CD

* Type of Case: Civil

* Type of Pleading: Certificate of Service

* Filed on Behalf of: Defendant

* Counsel of Record for this Party:

* Shana M. Pugh, Esquire

* Supreme Court No.: 200952

* MidPenn Legal Services
* 230 Lincoln Way East, Suite A
* Chambersburg, PA
* (717) 264-5354

FILED ^{ICC}
MAY 09 2008
Atty Pugh

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITOL ONE BANK,

Plaintiff : Civil Action
vs. : No. 07-1688-CD
VICKI F. KOWALSKI,
Defendant :

CERTIFICATE OF SERVICE

I, Shana M. Pugh, Esquire, hereby certify that on the 9th day of
May, 2008, I served a copy of Defendant's Preliminary Objections to
Plaintiff's Complaint filed in the above captioned matter to the following individual by
first class mail, postage prepaid:

James C. Warmbrodt, Esquire
Weltman, Weinberg & Reiss, Cp., L.P.A.
1400 Koopers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Shana M. Pugh /ago
Shana M. Pugh
Supreme Court ID No. 200952
MidPenn Legal Services, Inc.
230 Lincoln Way East, Suite A
Chambersburg, PA 17201
(717) 264-5354
Attorney for Defendant

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

CAPITAL ONE BANK,
Plaintiff

vs.

VICKI F. KOWALSKI,

*
*
* NO.: 07-1688-CD
*
* Type of Case: Civil
*
* Type of Pleading: Petition to Schedule
* Argument on Defendant's Preliminary
* Objections to Plaintiff's Complaint
*
* Filed on Behalf of: Defendant
*
* Counsel of Record for this Party:
* Shana M. Pugh, Esquire
*
* Supreme Court No.: 200952
*
* MidPenn Legal Services
* 230 Lincoln Way East, Suite A
* Chambersburg, PA
* (717) 264-5354

FILED
O 3:30P.M. GK
MAY 30 2008 4CC Att'y

William A. Shaw
Prothonotary/Clerk of Courts

(61)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITOL ONE BANK, :
: Plaintiff : Civil Action
: vs. : No. 07-1688-CD
: :
VICKI F. KOWALSKI, :
: Defendant :
:

PETITION TO SCHEDULE ARGUMENT ON DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S COMPLAINT

Defendant, Vicki F. Kowalski, by and through her attorney, Shana M. Pugh, of
MidPenn Legal Services, requests the Court to schedule the argument on Defendant's
objections and alleges as follows:

1. Plaintiff filed re-instated Complaint on April 10, 2008.
2. Defendant filed Preliminary Objections to Plaintiff's Complaint on May 9,
2008.
3. As of May 30, 2008, Plaintiff has not filed an Amended Complaint.

WHEREFORE, defendant requests the Court to schedule argument on the
Preliminary Objections.



Shana M. Pugh

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITOL ONE BANK,

Plaintiff : Civil Action

vs. : No. 07-1688-CD

VICKI F. KOWALSKI,

Defendant :

ORDER

AND NOW, this 5 day of June, 2008, upon consideration of Defendant Vicki F. Kowalski's Preliminary Objections filed in the above captioned matter, it is the Order of the Court that argument has been scheduled for the 18th day of July, 2008 at 10.30 o'clock A .m. in Courtroom # 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


J.

FILED ^{4CC}
01/18/49/201 Atty Pugh
JUN 05 2008
William A. Shaw
Prothonotary/Clerk of Courts
EK

FILED

JUN 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/15/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED
~~MAY 30 2008~~
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,
Plaintiff

vs.

VICKI F. KOWALSKI,
Defendant

*

*

* NO.: 07-1688-CD

*

* Type of Case: Civil

*

* Type of Pleading: Certificate of Service

*

*

* Filed on Behalf of: Defendant

*

* Counsel of Record for this Party:
* Shana M. Pugh, Esquire
*
* Supreme Court No.: 200952
*
* MidPenn Legal Services
* 230 Lincoln Way East, Suite A
* Chambersburg, PA
* (717) 264-5354

FILED NO CC
01/5/2008
JUN 09 2008
6R

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITOL ONE BANK,

Plaintiff : Civil Action
vs. : No. 07-1688-CD
VICKI F. KOWALSKI,
Defendant :
:

CERTIFICATE OF SERVICE

I, Shana M. Pugh, Esquire, hereby certify that on the 9th day of June, 2008, I served a copy of the Petition to Schedule Argument on Defendant's Preliminary Objections to Plaintiff's Complaint filed in the above captioned matter to the following individual by first class mail, postage prepaid:

James C. Warmbrodt, Esquire
Weltman, Weinberg & Reiss, Cp., L.P.A.
1400 Koopers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Shana M. Pugh /Do
Shana M. Pugh, Esquire
Supreme Court ID No. 200952
MidPenn Legal Services, Inc.
230 Lincoln Way East, Suite A
Chambersburg, PA 17201
(717) 264-5354
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAPITAL ONE BANK

:

VS.

: NO. 07-1688-CD

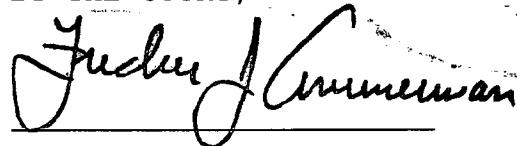
VICKI F. KOWALSKI

:

O R D E R

AND NOW, this 18th day of July, 2008, this being the date set for argument on the Preliminary Objections filed on behalf of the Defendant; the Defendant having failed to appear, either personally or through counsel, it is the ORDER of this Court that said Preliminary Objections be and are hereby dismissed.

BY THE COURT,



President Judge

FILED *xcatts:*
07-22-08 Wasmundt
JUL 21 2008 Pugh

William A. Shaw
Prothonotary/Clerk of Courts *61*

FILED

JUL 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/21/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104017
NO: 07-1688-CD
SERVICE # 1 OF 1
COMPLAINT & PRAECIPE

PLAINTIFF: CAPITAL ONE BANK
VS.
DEFENDANT: VICKI KOWALSKI

SHERIFF RETURN

NOW, April 22, 2008 AT 3:30 PM SERVED THE WITHIN COMPLAINT & PRAECIPE ON VICKI KOWALSKI DEFENDANT AT 611 DAISY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO VIKI KOWALSKI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT & PRAECIPE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED

JUL 22 2008
6/3/08
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8672126	10.00
SHERIFF HAWKINS	WELTMAN	8672126	11.00

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

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

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

W

CAPITAL ONE BANK,

Plaintiff,

Case No.: 07-1688-CD

vs.

VICKI A. KOWALSKI,

Defendant.

TYPE OF PLEADING:
**MOTION TO VACATE ORDER OF
COURT DATED JULY 18, 2008**

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Patrick Thomas Woodman, Esquire
Pa. I.D. #34507
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6152387

FILED NO CC
01/10/08 BY
AUG 05 2008 (68)

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 07-1688-CD

vs.

VICKI A. KOWALSKI,

Defendant.

MOTION TO VACATE ORDER OF COURT DATED JULY 18, 2008

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby requests this Honorable Court to vacate its Order of Court dated July 18, 2008 and in support thereof, Plaintiff states as follows:

1. Plaintiff filed a Complaint in Civil Action against Defendant seeking to collect on a delinquent credit card debt.
2. Defendant then filed Preliminary Objections.
3. Subsequent to the scheduling of a hearing on the Preliminary Objections, Plaintiff and Defendant signed a Consent Order of Court that would strike the Complaint and provide Plaintiff with sixty days to file an Amended Complaint (See: Suggested Order of Court attached hereto.)
4. The Consent Order was forwarded to Plaintiff's counsel for processing with a cover letter that Plaintiff's counsel misread to the effect that counsel thought Defendant's counsel had contacted the Court and had the Hearing set for July 18, 2008 pulled from the Court's calendar.
5. Upon receipt of the Order dated July 18, 2008 (Exhibit "A" attached hereto and incorporated by reference herein), Defendant's legal counsel and Plaintiff's legal counsel discussed the matter by telephone and confirmed that plaintiff misunderstood Defense counsel's

letter and would contact the Court to see what was necessary to vacate the July 18, 2008 Order and process the Consent Order as referenced herein and attached hereto.

6. Plaintiff respectfully requests this Honorable Court to vacate the order of Court dated July 16, 2008 and enter the Consent Order as signed by counsel for both parties.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court to vacate the order of Court dated July 18, 2008.

Respectfully Submitted:

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

Patrick Thomas Woodman

Patrick Thomas Woodman, Esquire

Pa. I.D. #34507

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR # 6107813

VERIFICATION

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

Patrick Thomas Woodman

Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#6107813

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Motion to Vacate the Order of Court dated July 18, 2008 was served on the following on this 25th day of July, 2008, by first class, U.S. Mail, postage pre-paid.

SHANA M. PUGH, ESQUIRE
MidPenn Legal Services
211 East Locust Street
Clearfield, PA 16830

BY: Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire
Pa. I.D. #34507
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6107813

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

W

CAPITAL ONE BANK,

Plaintiff,

Case No.: 07-1688-CD

vs.

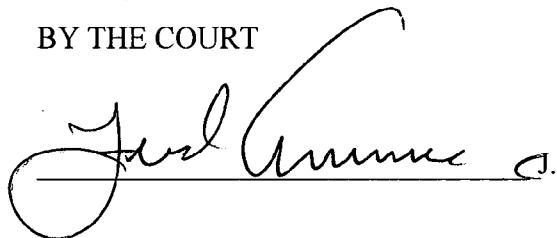
VICKI A. KOWALSKI,

Defendant.

ORDER OF COURT

AND NOW, to-wit, this 4 day of Aug, 2008, upon consideration of Plaintiff's Motion to Vacate the Order of Court dated July 18, 2008, it is hereby ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED. Plaintiff's Complaint is stricken and Plaintiff shall have 30 days from the date of this Order to file an Amended Complaint.

BY THE COURT



FILED 200
010:19621 Atty Woodman
AUG 05 2008
60
William A. Shaw
Prothonotary/Clerk of Courts

ORIGINAL

FILED

AUG 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/5/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions:

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

CAPITAL ONE BANK

Plaintiff, No. 07-1688-CD

vs. AMENDED COMPLAINT

VICKI F. KOWALSKI,

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:
Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#6107813

FILED
m 11:58 a.m. 68
AUG 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

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CK

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

CAPITAL ONE BANK

Plaintiff
vs. Civil Action No 07-1688-CD

VICKI F KOWALSKI

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

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 with a last-known address at 1202 DAISY STREET A, CLEARFIELD, PA 16830.
3. On or about October 16, 2000, Defendant applied for and received a "K Mart" MasterCard credit card account issued by Plaintiff bearing account number *****1242. A copy of the application is attached hereto marked as Exhibit "A" and made a part hereof.
4. Defendant was provided with a "Customer Agreement" that contained terms and provisions applicable to Defendant's credit card account. A copy of the Customer Agreement is attached hereto marked as Exhibit "B" and made a part hereof.
5. Defendant made use of said credit card and such use indicates acceptance of the terms and provisions of said Agreement and said account had a balance thereon due and owing to Plaintiff as of July 25, 2007 in the amount of \$1608.96.
6. The attached "Customer Agreement" is the agreement that applies to Defendant's account and is one of the writings on which this action is based.
7. The attached "Customer Agreement" states that the customer agrees to its terms by and through the use of the credit card.
8. The attached "Customer Agreement" states that the interest rate to be applied to the account was disclosed when the account holder applied for the credit card account.
9. Plaintiff states that it disclosed the appropriate interest rates to the Defendant when Defendant applied for the credit card account.
10. The attached "Customer Agreement" states that the interest rate to be applied to the account will also be disclosed on the monthly statements to be provided to Defendant.

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 with a last-known address at 1202 DAISY STREET A, CLEARFIELD, PA 16830.

3. On or about October 16, 2000, Defendant applied for and received a "K Mart" MasterCard credit card account issued by Plaintiff bearing account number *****1242. A copy of the application is attached hereto marked as Exhibit "A" and made a part hereof.

4. Defendant was provided with a "Customer Agreement" that contained terms and provisions applicable to Defendant's credit card account. A copy of the Customer Agreement is attached hereto marked as Exhibit "B" and made a part hereof.

5. Defendant made use of said credit card and such use indicates acceptance of the terms and provisions of said Agreement and said account had a balance thereon due and owing to Plaintiff as of July 25, 2007 in the amount of \$1608.96.

6. The attached "Customer Agreement" is the agreement that applies to Defendant's account and is one of the writings on which this action is based.

7. The attached "Customer Agreement" states that the customer agrees to its terms by and through the use of the credit card.

8. The attached "Customer Agreement" states that the interest rate to be applied to the account was disclosed when the account holder applied for the credit card account.

9. Plaintiff states that it disclosed the appropriate interest rates to the Defendant when Defendant applied for the credit card account.

10. The attached "Customer Agreement" states that the interest rate to be applied to the account will also be disclosed on the monthly statements to be provided to Defendant.

11. Plaintiff provided monthly statements to Defendant from the time the credit card account was opened until the time the account was closed because of the failure of Defendant to make required payments. See: Exhibit "C" attached hereto and incorporated by reference herein.

12. The balance on the account at the time of the last statement forwarded to Defendant was \$1203.41.

13. The annual interest rate at that time was 25.90%.

14. Defendant defaulted under the terms and provisions of the account agreement by failing to make payments when due and owing. The entire balance of the account is due and owing upon default per the terms and provisions of the account agreement.

15. Since the date of the last account statement, interest has continued to accrue at the annual percentage rates as stated herein at Paragraph Thirteen (13).

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

WHEREFORE, Plaintiff prays for Judgment in its favor and against Defendant Vicki F. Kowalski, in the amount of \$1608.96 with interest at the legal rate of 25.90% per annum from July 25, 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

Patrick Thomas Woodman, Esquire

PA I.D.#34507

Weltman, Weinberg & Reis Co., L.P.A.

1400 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#6107813

6107813

4118 001 001

Use only black or blue ink on this Application.

 YES NO I would be interested in blank checks for cash advances. YES NO I have a checking account.

How many times a month do you shop at Kmart? (not required)

1. 1-2 2. 3-5 3. 6-10 4. more than 10

APPLICANT INFORMATION

First Name Vicki	M.I. F	Last Name Kowalski
Street Address 1202 Daisy St. #100	Apt. # A	City Clearfield
Social Security Number 208800	State PA	ZIP 16830

Date of Birth
082468Home Phone
8147657677

Would you be interested in Spanish correspondence when it becomes available?

1. YES 2. NO

Housing:

 Own Rent
 Other

*Gross Annual Income (see Important Disclosures)

\$ 10,000

Current Business Phone
Unknown

DETACH HERE

I have read and agree to the Important Disclosures provided separately. You are authorized to check my credit and employment history.

Signature

Vicki Kowalski

Date 10/16/00

To avoid delays, please provide all information requested.

For official use only:

I.D. Type: PA
 Driver's License State I.D. Student I.D.
 U.S. Passport Military I.D.
 I.D. #: 31605391 I.D. verified by: RC

Clock #: _____ Store #: 3183
 Affinity #: (not required) _____
 Promo Code: _____

DO NOT FOLD THIS FORM.

1604

4118 001 001

EXHIBIT
A

CUSTOMER AGREEMENT

Welcome to Capital One. We are pleased to have your credit card account. This Customer Agreement contains information about your account. Please read it and keep it for your records. Your contract with us for the card and account ("the Agreement") consists of this Customer Agreement, together with any changes to this Customer Agreement that we make as provided below, the Security Account (if applicable), the Security Account Assignment Agreement (if applicable), Capital One Privacy Notice, any account disclosures provided and delivered to you prior to or at the time your account opened, including disclosures pursuant to requirements of Truth in Lending Act (hereinafter "TILA Account Disclosures"), as well as any subsequent notices of changes to these documents, and any and all documents that include your signature (including any electronic or digital signature) on any application, sales slip or other evidence of indebtedness on your account. In this Agreement the words "you," "your" and "yours" refer to each person who signed the application for the account (each, a "Joint accountholder") and to anyone else who is authorized to use the account in any way (each, an "Authorized User"). Except as specifically stated herein, each of you is individually and jointly obligated under this Agreement. The words "we," "us" and "our" mean Capital One Bank and its successors, assigns, agents and/or authorized representatives. If the application for the account stated that the account will be a "Security Account," this means the funds you have pledged to us to secure your account. This Agreement and the Security Account Assignment Agreement (if applicable) do not apply to any other Capital One Bank account that you may have, either now or in the future, except as provided in the Arbitration Provision below. Unless you have entered into a Security Account Assignment Agreement with us, the account is unsecured. Except as provided in the Security Account Assignment Agreement (if applicable), the account is not secured by any other property, regardless of the terms of any other contract to which you and we are subject. We can delay enforcing any of our rights under this Agreement without losing them. The card is and remains our property, and you will surrender it to us at any time upon request.

Assignment. We may transfer your account, the Security Account (if applicable), the Security Account Assignment Agreement (if applicable) and/or our rights under this Agreement to an assignee. The assignee will take our place under this Agreement, the Security Account (if applicable) and the Security Account Assignment Agreement (if applicable) with respect to the agreements and interests transferred. The assignee may or may not be an affiliate of Capital One Bank. You must pay the assignee and otherwise perform all of your obligations under those agreements. You may not transfer your account or your rights under this Agreement, the Security Account (if applicable) or the Security Account Assignment Agreement (if applicable) to any person or entity without our express prior written consent. Subject to the preceding sentence, this Agreement will be binding and inure to the benefit of your and our respective successors, assigns and representatives.

Using Your Account. You can make purchases and obtain cash advances (if 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. Additionally, you may request a stop payment on account access checks, but we reserve the right to charge you a fee for such services. 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. We may establish different segments for your account, such as a purchase segment, a cash advance segment and a special transfers segment. Each segment may be subject to terms and conditions that are different than those that are applicable to other segments.

Our liability, if any, for any wrongful dishonor of an account access check is limited to your actual damages and shall not include any consequential damages, and in no event will it exceed the amount of the check.

You agree not to use the card or account in connection with any Internet or illegal gambling transactions, but any Internet or illegal gambling transaction in which you engage with the card or account nevertheless will be subject to this Agreement and the Security Account Assignment Agreement (if applicable). Your card and account may only be used for valid and lawful purposes. If you use, or authorize someone else to use, the card or account for any unlawful or impermissible purpose, you will be responsible for such use and may be required to reimburse us and MasterCard International Incorporated ("MasterCard" or Visa USA, Inc. "Visa," as applicable, or their successors for all amounts or expenses that we or they pay as a result of such unlawful or impermissible use. In any event, any unlawful or impermissible transactions in which you engage with the card or account nevertheless will be subject to this Agreement and the Security Account Assignment Agreement (if applicable). You agree that we are not responsible if anyone refuses to honor your card or account.

If you had a prior credit card or other account with us, such an account or balance of such an account was transferred to us or one of our affiliates, and you agreed to reinstate the balance of the prior account in the form of your new account, the new account will accrue finance charges from the date that the new account is opened.

Authorized users are not financially responsible for the account. An authorized user may use a credit card, can request certain account information and can request to be removed from the account. Subject to our discretion, an authorized user may not be able to initiate certain actions on the account. You agree to provide us with information identifying any persons you authorize to use your account, including their name, address, date of birth and other identifying information we may request.

Exchange Rate. If you make a transaction in currency other than U.S. dollars, VISA International or MasterCard International will convert the charge or credit into a U.S. dollar amount in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. VISA International's regulations and procedures provide that effective April 2, 2005, the exchange rate between the transaction currency and the billing currency used for processing international transactions is either (1) a rate selected by VISA from the range of acceptable rates in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or (2) the government mandated rate in effect for the applicable central processing date. MasterCard International's regulations and procedures provide the currency conversion rate it uses is either (1) a wholesale market rate or (2) a government mandated rate in effect on the day of the central processing date.

Cash Equivalent Transactions. If cash advances are an option for your account, you can use your account to purchase certain items that we regard as "cash equivalent transactions." All 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, without limitation, the purchase of wire transfer money orders, bets, lottery tickets, casino gaming chips and other similar products or services. Nothing in this paragraph will be interpreted to validate any transaction that is unlawful or impermissible.

Your Credit Limit. Your initial credit limit will be disclosed when your account is opened (or activated). Either initially, or at any later time, we may establish different credit limits that apply to different segments of your account (such as purchases, cash advances and special transfers). Your current credit limits will be identified in your periodic statements. You agree not to allow the balance of your account (including all transactions, finance charges and other fees or charges), or the balance of the applicable segments of your account, to exceed the applicable credit limits. If you have been given the option to increase your credit limit by adding funds to your Security Account (if applicable), we reserve the right not to increase your credit limit if the additional funds are provided while your account is in default. We may increase or decrease your credit limits at any time without prior notice to you, may temporarily increase or decrease your credit limits at any time without prior notice to you, may limit the credit limit for cash advances or may take away your ability to obtain cash advances. We may honor transactions in excess of your

credit limit, even if those transactions result in an over limit fee, and those transactions and fees will be subject to this Agreement and the Security Account Assignment Agreement (if applicable). Any transactions honored in excess of your credit limit will not result in an increase of your credit limit unless we expressly notify you otherwise.

Additional Benefits and Services. From time to time, we may offer you benefits and services with your account. These benefits and services may be provided by us or third parties. Unless expressly made a part of this Agreement, and except as provided in the Arbitration Provision below, any such benefits and services are not a part of this Agreement, and are subject only to the terms and conditions outlined in the benefits or services brochure and other official documents provided to you with respect to the benefits and services. We may adjust, add, or delete benefits or services at any time in accordance with the brochures or documents you receive. In addition, any such benefits or services offered to you in the most current version of the "Guide to Benefits" shall replace and supersede the benefits and services that had been offered to you in all previous versions of the "Guide to Benefits," without further notice. Except as provided by applicable law, we are not liable for benefits or services provided by third parties or the actions or omissions of those third parties.

Making Payments. You promise to pay us and are liable for all amounts due resulting from the authorized use of your card or 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 check, money order or other negotiable instrument (an "item") must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments and other credits and proceeds among the various segments of your account, and to charges and principal due within each segment, in any way we determine, including balances (including new transactions) with lower annual percentage rates (APRs) before balances with higher APRs.

Payments you mail to us at the address for payment stated on your periodic statement will be credited to your account as of the business day we receive it, provided (1) you send the remittance coupon portion of your periodic statement and your check in the remittance envelope provided and (2) your payment is received in our processing center by the time indicated on your periodic statement. 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 – Saturday, excluding holidays. Credit availability may be delayed in our sole discretion to ensure payment in good funds. If we accept a payment at some other place, we may delay the crediting of the payment for up to five (5) days. This may cause you to incur late payment fees and additional finance charges, and may result in your account being declared in default.

Any minimum payment that is due will be stated in your periodic statement. You must pay at least the minimum payment due by the date stated in your periodic 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 items marked "payment in full" or other similar language, or payments with a request to apply the payment in a particular manner, without losing any of our rights under this Agreement, including our right to receive payment in full. No payment shall operate as an accord and satisfaction without our prior written approval. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to Capital One, P.O. Box 85010, Richmond, VA 23285-5010. You will not make payments from funds obtained from the account or any other credit account with us. If your payment is made to any other address, we may accept the payment without losing any of our rights.

When you send us check(s) to make payment on your account, you authorize us to make a one-time electronic transfer from your bank account for the amount of the check as indicated by numerical digits. This authorization applies to all check(s) received by us during the billing period even if sent by someone else, who you agree is your agent and was provided with these disclosures in advance. This authorization is not restricted by the date on the check and includes resubmissions. We will not be bound by any restrictive legend or condition appearing on the face or reverse side of the check. If we cannot process the electronic transfer, you authorize us to make a charge against your bank account by processing the check, substitute check, draft or similar instrument.

We may adjust your account as appropriate to correct errors, returned items, rejected debits and similar matters.

We may, in our sole discretion, offer an expedited payment service. You are not required to use the service. When you authorize us to process a demand draft, electronic ACH debit or other expedited payment method for your account, we may charge you an expedited payment fee in an amount disclosed to you at the time of the service. We are not responsible for any dishonor of the payment by your depository institution and may retain the fee in the event of such dishonor.

If you give your account number or other account information to another person to make a payment for you or to act on your behalf, you agree that we may discuss your account with that person and process the payment as it were made by you. You further agree that you will be responsible for all consequences of payment or non-payment by such party, including expedited payment, return payment, late payment and over limit fees. We reserve the right to refuse to accept payment on your behalf or to permit another person to act on your behalf.

Periodic Statement. Each month that you have a credit or debit balance of more than \$1 in your account, we will send you a periodic statement and when required by applicable law, the periodic statement will show 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. You will be assessed finance charges as previously disclosed to you as part of the TILA Account Disclosures or as we will disclose to you if required by applicable law.

Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period without waiving the right to assess such finance charges in a future billing period.

Other Fees and Charges. The following fees will be billed to the purchase segment of your account and will be treated as a purchase and applied against your available credit limit, unless otherwise specified, in every billing period in which they apply: (i) A late payment fee will be assessed if we do not receive your payment in time for it to be credited, as provided in this Agreement, by the date stated in your periodic statement; (ii) an over limit fee will be assessed if the balance of your account (or any segment of

EXHIBIT
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Post

your account) at any time during the billing cycle, for any reason, is greater than the applicable temporary or permanent credit limit, (regardless of whether you went over limit as a result of a transaction, finance charge or any other fee or charge, even if approved by us); (ii) a returned check fee will be assessed if we do not honor any account access check for any reason; (iv) copying charges for duplicate copies of transaction documentation or periodic statements will be assessed on a per-page basis, unless required for billing dispute resolution; (v) a returned payment fee will be assessed if, for any reason, (a) a check, draft or similar instrument is not honored or cannot be processed; or (b) an electronic debit is returned unpaid or cannot be processed. You authorize us to resubmit returned payments in our discretion. At our option, we may assess this fee each time your payment is not honored or paid, even if it is later honored or paid following resubmission. Any check, draft or similar instrument may be collected electronically if returned for insufficient or uncollected funds. We may change any of these fees or charges, or add additional fees and charges, as provided below. We reserve the right to waive any of these fees without prior notification to you while maintaining our right to assess these fees going forward.

Cash Advance Fee. If cash advances are permitted for your account, a cash advance fee charge will be (i) assessed each time you obtain a cash advance or cash equivalent transaction, (ii) added to the cash advance segment of your account and (iii) applied against your available credit limit. The amount of the cash advance fee finance charge will be added to other finance charges shown on your periodic statement for the purpose of calculating the annual percentage rate for that billing period. This may cause the annual percentage rate disclosed for that billing period to be greater than the annual percentage rate disclosed to you.

Membership Fee. If applicable, a membership fee will be imposed in your first billing period, unless specifically stated otherwise. If the membership fee is assessed annually, it will be assessed in the billing period in which each anniversary of the opening of your account occurs. If the membership fee is assessed monthly, it will be assessed in each billing period. The fee will be billed to the purchase segment of your account and will be treated as a purchase and applied against your available credit limit. The membership fee will not be refunded, in whole or in part, even if you or we cancel the account.

Transfer Fee. A fee will be assessed for each transfer of funds from your account to your Security Account that you request. The fee will be billed to the cash advance segment of your account and will be treated as a cash advance and applied against your available credit limit.

Foreign Transaction Charge. For each transaction made in a country other than the U.S., or U.S. Territories, we will assess you a finance charge as previously disclosed to you as part of the TILA Account Disclosures or as we will disclose to you if required by applicable law. The fee will be based on the U.S. dollar amount of the transaction.

Credit Bureau Information. You agree that we may obtain information about you from credit reporting agencies or others at any time and use it for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Security Interest. The terms and conditions contained within this paragraph apply only if the application for the account stated that the account will be a secured account. You provided us with certain funds, which have been deposited in the Security Account. To secure payment of the balance of the account and all other amounts owing under the terms of this Agreement and the Security Account Assignment Agreement, you have transferred, assigned, pledged and granted to us a security interest in the Security Account, all funds contained in the Security Account, all proceeds of the foregoing and all proceeds of proceeds. This security interest includes, without limitation, the initial funds that were placed into the Security Account, any additional funds added to the Security Account by any person and any interest earned to or accrued on the Security Account. The terms of the security interest are set forth in the Security Account Assignment Agreement you executed. If (i) you default or fail to abide by any of the terms of this Agreement or the Security Account Assignment Agreement, (ii) you close your account or (iii) we cancel your account for any reason, we may then or thereafter, and without prior notice to you, exercise our security interest by deducting from your Security Account the balance due on your account and all other amounts owing under the terms of this Agreement and the Security Account Assignment Agreement. We may exercise this right to make such deductions from your Security Account periodically as we determine to be appropriate. Within sixty days after the date your account is closed, we will send all remaining funds in the Security Account to the person legally entitled to receive them.

Future Offers. The terms of any future offer relating to the account 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, in our sole discretion, declare a default under this Agreement if: (a) we do not receive the full amount of any minimum payment on or before the date it is due, (b) you exceed any credit limit or (c) an item used to make payment on your account is not honored or cannot be processed, or an electronic debit to make payment on your account is returned unpaid or cannot be processed. To the extent permitted by applicable law, we may also, in our sole discretion, declare a default under this Agreement if: (1) you violate any of the other terms of this Agreement or Security Account Assignment Agreement (if applicable), (2) we have declared to you to be in default under the terms of any other agreement with us or any of our affiliates, or (3) we determine that you made any false or misleading statements on your application for, or regarding the use of, the account, or otherwise attempted to defraud us; (4) bankruptcy or other insolvency proceedings are instituted by you or against you or (5) you die or are declared legally incompetent or incapacitated. At any time following any default under this Agreement (or after we give you any notice or right to cure the default, if required by applicable law), you will be subject to paying interest, finance charges and other fees pursuant to the terms of this Agreement, including any applicable default rate, even after any judgment is obtained. Additionally, we may, at our sole option, (x) limit or not allow you to make any new purchases or cash transactions on your account(s), (y) increase your minimum payment with such notice as may be required by applicable law or (z) subject to the limitations of applicable law, close your account(s) and demand immediate payment of the entire outstanding balance plus all other amounts owing under the terms of this Agreement and the Security Account Assignment Agreement.

To the extent permitted by applicable law, you agree to pay us all of our actual court costs, collection expenses and attorney's fees (whether paid to an attorney who is one of our employees or an attorney who is not one of our employees) incurred by us in the collection of any amount you owe us under this Agreement. You also agree to pay us all of our actual costs that we incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list. Nothing in this paragraph shall be construed to waive or impede our right to require arbitration in accordance with the Arbitration Provision below.

Account Closure and Suspension of Credit Privileges. (1) We may, at any time, with or without cause, with or without advance notice, and regardless of the existence or non-existence of a default under this Agreement, cancel the account and/or temporarily or permanently suspend your credit privileges under this Agreement. If we cancel the account, you agree to immediately destroy all cards and unused account access checks. (2) Your obligation to make payments and your other obligations under this Agreement will continue full force and effect after the account is cancelled or your credit privileges are temporarily or permanently suspended. Cancellation of the account and/or temporary or permanent suspension of your credit privileges will not affect our security interest in your Security Account (if applicable) or our rights under the Security Account Assignment Agreement (if applicable). You can close your account by calling our Customer Relations department with the number found on the back of your credit card or, if different, the number stated in your periodic statement and requesting an account closure. You agree to destroy all cards and unused account access checks, cancel all preauthorized billing

arrangements and cease using your card and account. If you do not cancel all preauthorized billing arrangements, you and we will consider our receipt of a preauthorized debit to your account to constitute your authorization to reopen the account on the terms set forth in this Agreement and the Security Account Assignment Agreement (if applicable). Your account will not be closed until we pay all amounts you owe us under this Agreement and the Security Account Assignment Agreement (if applicable) including, without limitation, any purchase and cash advance transactions you have authorized, finance charges, late payment fees, over limit fees, returned check fees, returned payment fees, membership fees, cash advance fees, transfer fees, copying charges and any other fees charged to your account. You are responsible for these amounts whether they have been incurred at the time you request a closure of 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 and, if the account has already been closed, the account will be reopened on the terms set forth in this Agreement and the Security Account Assignment Agreement (if applicable). For example, if you authorize a purchase from a merchant and we receive the charge 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 under the terms of this Agreement and the Security Account Assignment Agreement (if applicable). The membership fee for your account will continue to be charged, to the extent permitted by applicable law, until the entire account balance has been paid in full, as described above. If the account is reopened, new membership fee will be charged to the account as stated above.

If you, as acting as the primary cardholder, want to terminate a joint accountholder's or an authorized user's access to the account, you must call our Customer Relations department and request that termination. Immediately thereafter, you agree to destroy that person's card(s) and destroy any unused account access checks in that person's possession. There may be a delay in the effective date of the termination of that person's access to the account. The account will be charged, and you and any joint accountholders will be responsible, for any charges through the use of the card or the account by the joint accountholder or authorized user that occur prior to the effective date of the termination even if the charges do not appear on the account until a later time. If you are unable to destroy the joint accountholder's or authorized user's card(s) or to destroy the unused account access checks in that person's possession, and you call our Customer Relations department to close your account, your account will be closed in accordance with the preceding paragraph. Either you and/or the joint cardholder, if any, may apply for a new account.

Changes in Terms. We may add to, remove, amend or change any part or provision of this Agreement, including the annual percentage rate(s) and any charges, (including adding new provisions of the same or a different nature as the existing provisions in this Agreement) at any time. If we do so, we will give you notice of such amendment or change if required by Federal law or Virginia law (to the extent not preempted by Federal law) unless we had previously notified the customer that the account would be subject to such amendment or change without notice. Notice will be mailed to the last billing address indicated in our records for the account. However, no notice will be mailed if we previously had notified you that your account would be subject to such amendment or change without notice. Changes to the annual percentage rate(s) will apply to your existing account balance from the effective date of the change, whether or not the account balance includes transactions billed to the account before the change date and whether or not you continue to use the account. Changes to fees and other charges will apply to your account from the effective date of the change.

Governing Law. WE MAKE THE DECISION TO GRANT CREDIT, OPEN AN ACCOUNT AND ISSUE YOU A CREDIT CARD FROM OUR OFFICES IN VIRGINIA. This Agreement is to be construed in accordance with and governed by the laws of the United States of America and by the internal laws of the Commonwealth of Virginia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the United States of America or the internal laws of the Commonwealth of Virginia to the rights and duties of the parties. This Agreement is made in Virginia. It will be governed only by Federal law and Virginia law (to the extent not preempted by Federal law). If a court decides not to enforce a part of this Agreement, this Agreement will then read as if the unenforceable or invalid part were not there, but the remaining parts will remain in effect.

Waivers. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor and any right you may have to require us to proceed against another party before proceeding against you. You also waive, to the extent permitted by applicable law, any statute of limitations defense for an additional period of time equal to the applicable limitations period.

Lost or Stolen Cards or Account Access Checks. If your card(s) or account access checks are lost or stolen or if someone else may be using them without your permission, notify us at once by calling the telephone number on the back of your credit card or, if different, the telephone number shown on the front of your periodic statements, or by writing us at Capital One, P.O. Box 85015, Richmond, VA 23285-5015. You will not be liable in any amount for unauthorized use of your cards or account access checks.

You agree to tell us at once if you change your name, address, telephone number or employment. You agree to give us written notice of any change in your billing address at least 10 days before the change. Changes may be written in the space provided on the remittance coupon portion of your periodic statement or may be sent to the following address: Capital One, P.O. Box 85015, Richmond, VA 23285-5015. If your account is a joint account or if more than one person is permitted to use it, you agree that all notices regarding the account may be sent solely to the address shown on our billing records.

Communications. We may release information to others regarding the status or history of your account as set forth in the Capital One Privacy Notice, a copy of which has been provided to you. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us. We or our representatives may contact you from time to time regarding the account, or to ask for additional information about you or your experience with Capital One. You agree that such contacts are not unsolicited, are not limited except as expressly required by applicable law and may result from contact information you have provided or that is obtained from other sources. For example, we may contact you at your home or place of employment, during weekends or holidays, on your mobile telephone, voicemail or answering machine, and by email, fax, recorded message, text message or personal visit. Except as restricted by applicable law, we may monitor or record any calls we make or receive, suppress caller identification services and use an automated dialing and announcing device.

ARBITRATION. PLEASE SEE ENCLOSED "ARBITRATION PROVISION."
PLEASE NOTE THAT THE TERMS INCLUDED IN THE ARBITRATION PROVISION ARE PART OF YOUR CUSTOMER AGREEMENT.

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Keep your
Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

999-1001

MASTERCARD ACCOUNT
5570-0918-1450-9863JUN 06 - JUL 05, 2001
Page 1 of 1

Account Summary

Previous Balance	\$552.80
Payments, Credits and Adjustments	-\$25.00
Transactions	+\$0.00
Finance Charges	+\$7.83
New Balance	\$535.63

Minimum Amount Due	\$16.00
Payment Due Date	August 04, 2001

Total Credit Line	\$700
(Non-Kmart/Cash Portion)	\$500

Total Balance	\$535.63
(Kmart Balance)	\$163.19
(Non-Kmart Balance)	\$372.44
(Cash Balance)	\$0.00

Available for Kmart Purchases	\$164.37
(Portion available for Non-Kmart/Cash Transactions)	\$127.56

At your service
To call Customer Relations or to report a lost or stolen card:
1-800-830-7524

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85184	Richmond, VA 23285-5015
Richmond, VA 23285-5184	

Payments, Credits and Adjustments

1	29 JUN	PAYMENT RECEIVED - THANK YOU	\$25.00
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1	29 JUN	PAYMENT RECEIVED - THANK YOU	\$25.00
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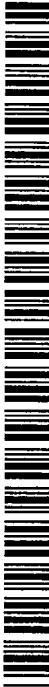
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1. How To Avoid A Finance Charge.

a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in full, by the end of the month. The payment must be postmarked, 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. Annual 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 "full," finance charges continue to accrue to the daily balance of your account until the balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, if you 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 you do not pay "full," a minimum finance charge of 0.50% of the total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. 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 daily periodic rate. If no daily periodic rate 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 of these daily calculations to arrive at your total periodic finance charge. To calculate the average 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 and give us the separate daily balance for each 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 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 to your account.

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 new finance charges from the average daily 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 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 covered by your periodic statement ending in the months January, April, July and October.

c. If the code F (Final), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of this statement, the beginning balance of each segment 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 covered by your periodic statement ending in the months January, April, July and October.

d. The term "Annual Percentage Rate" or "APR" on the front of this 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 covered by your periodic statement ending in the months January, April, July and October.

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, but you must pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay "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 at 1-800-221-0000, or by sending a letter to the address on the front of this statement, 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 we receive 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 it or at a later date. We will not be subject 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 merchant dispute, we will not be liable for the fee to 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.

B. 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 about a bill or a bill you have paid, call 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, account number, the dollar amount of the suspected overcharge, 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 not been able to resolve the problem with the merchant, you may have the right not to pay the 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 service, 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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To better understand how your total Kmart credit line and non-Kmart credit line work together, here are some tips for reading your monthly statement:

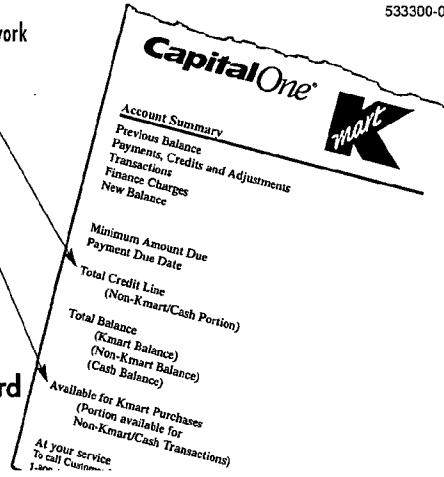
Account Credit Line

The "Total Credit Line" is the maximum amount of credit you can use for Kmart purchases. As part of total credit line, you have the "Non-Kmart/Cash Portion" available for purchases anywhere MasterCard® is accepted, as well as for cash transactions.

Available Credit

The "Available for Kmart Purchases" is the amount of your total credit remaining for Kmart purchases on the date your statement was printed. The "Portion available for Non-Kmart/Cash Transactions" is the amount of credit remaining for Non-Kmart purchases and cash transactions on the date your statement was printed.

Remember...you can use your Kmart MasterCard anywhere MasterCard is accepted.



Account Summary

Previous Balance	\$535.63
Payments, Credits and Adjustments	-\$50.00
Transactions	+\$35.58
Finance Charges	+\$7.26
New Balance	\$528.97

Minimum Amount Due	\$15.00
Payment Due Date	September 05, 2001

Total Credit Line (Non-Kmart/Cash Portion)	\$700
	\$500

Total Balance (Kmart Balance)	\$528.97
(Non-Kmart Balance)	\$170.38
(Cash Balance)	\$358.59
	\$0.00

Available for Kmart Purchases (Portion available for Non-Kmart/Cash Transactions)	\$171.03
	\$141.41

MASTERCARD ACCOUNT

5570-0918-1450-9863

JUL 06 - AUG 05, 2001

Page 1 of 1

Payments, Credits and Adjustments

1	19 JUL	PAYMENT RECEIVED - THANK YOU	\$50.00
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Transactions

	DATE		
2	10 JUL	SHEETZ #073 CLEARFIELD PA	\$5.01
3	11 JUL	KMART # 3564 CLEARFIELD PA	19.97
4	24 JUL	WM SUPERCENTER SE2 CLEARFIELD PA	10.60

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-830-7524

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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
KMART PURCHASES	\$172.28	0.04671% D	17.05%	\$2.49
NON-KMART PURCHASES	\$363.66	0.04671% D	17.05%	\$5.27
CASH	\$0.00	0.04671% D	17.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

17.05%

37776P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 7 5570091814509863 05 052897005000015009

New Balance	\$528.97
Minimum Amount Due	\$15.00
Payment Due Date	September 05, 2001
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

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

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



03776

VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751



Remember... you can use your Kmart MasterCard anywhere MasterCard is accepted.



Capital One®

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Capital One Financial Corporation. All rights reserved.
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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 that you post your total "New Balance" account balance in the imprint section of the 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."
 - No 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 total bill until the next statement closing date. 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, even if you do 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 you do not pay the total "New Balance" in full, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates 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, purchases, special transfer, and special purchase) by the periodic daily periodic rate 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 periodic finance charge for each segment and then add the 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 purchases or credits posted as of the day that are allocated to that segment. The daily balance is spread daily between 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 purchases segments are not added to the daily balances. We calculate the daily balance by adding up 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 that you actually paid.
 - 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 from the beginning balance of each segment.) This gives us the daily balance for 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 for each segment.
- Annual Percentage Rates (APR).**
 - The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - If the code F (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary 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 covered by your periodic statement ending in the months January, April, July and October.
 - If the code F (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of this 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 covered by your periodic statement ending in the months January, April, July and October.
- 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 fee without prior notification to you. You also have the 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. If you do not pay the fee, you may continue to use your account without paying 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 unauthorized billing, and cease using your account. If you do not cancel unauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you have all account activity has subsided and all 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. They are not subject to 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 merchant who has a charge on your account that is due 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.
- Mobile and 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, you may write to us or call us. Please write on a separate sheet as soon as possible after 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 prevent you from writing your letter, giving us the following information: your name and address, 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 must agree 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 your credit card, and you 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 a retail outlet, if we mailed you the advertisement for the property or service, 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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37776P

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

Keep your
Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

999-1001

**Account Summary**

Previous Balance	\$528.97
Payments, Credits and Adjustments	- \$30.00
Transactions	+ \$53.27
Finance Charges	+ \$7.81
New Balance	\$560.05
Minimum Amount Due	\$16.00
Payment Due Date	October 05, 2001
Total Credit Line	\$700
(Non-Kmart/Cash Portion)	\$500
Total Balance	\$560.05
(Kmart Balance)	\$163.08
(Non-Kmart Balance)	\$396.97
(Cash Balance)	\$0.00
Available for Kmart Purchases	\$139.95
(Portion available for	\$103.03
Non-Kmart/Cash Transactions)	

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-830-7524

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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

MASTERCARD ACCOUNT

5570-0918-1450-9863

AUG 06 - SEP 05, 2001

Page 1 of 1

Payments, Credits and Adjustments

1	17 AUG	PAYMENT RECEIVED - THANK YOU	\$30.00
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Transactions

DATE			
2 16 AUG	WM SUPERCENTER SE2 CLEARFIELD PA	\$19.69	
3 16 AUG	SHEETZ #252 CLEARFIELD PA	10.00	
4 16 AUG	WM SUPERCENTER SE2 CLEARFIELD PA	8.52	
5 21 AUG	SHEETZ #252 CLEARFIELD PA	15.06	

Shop for your family...help your kid's education! Kmart will donate \$10,000,000 to schools. Earn money for your school when you use the Kmart School Spirit card. Enroll in any Kmart store or online at www.schoolspirit.com. As an added bonus, Kmart will double the normal donation to schools from September 1, 2001-December 31, 2001, when you use your Kmart MasterCard and your School Spirit card.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Prin du rate	Corresponding APR	FINANCE CHARGE
KMART PURCHASES	\$165.30	.04603% D	16.80%	\$2.36
NON-KMART PURCHASES	\$381.70	.04603% D	16.80%	\$5.45
CASH	\$0.00	.04603% D	16.80%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

16.80%

39657A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 7 5570091814509863 05 0560050030000016003

New Balance	\$560.05
Minimum Amount Due	\$16.00
Payment Due Date	October 05, 2001
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street:	Appt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

████████████████████████████████████████████████████████████████

039657

VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

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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, during the grace period ending on the 25th day before the 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. **Assuring Finance Charge.** Transactions which are not selected for a grace period are assessed finance charge: 1) from the date of the transaction (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 be assessed finance charges even if you pay the entire New Balance indicated on the front of your statement for 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 FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates 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 rates) that has been previously disclosed to you. At the end of each day during billing periods, we apply the daily balance of each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of 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. We get the daily balance for each segment of your account, we add up the daily 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 the separate daily balance for each segment. Then we add up the daily balance for the New Balance shown on your previous statement (and if your new balance was zero or a credit amount), new 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 billing period. To calculate the 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 for 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 the 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 this statement, 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 covered by your periodic statement ending in the months January, April, July and October.

d. **Assessing 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 in the future.

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 owing to pay the membership fee, and you may continue to use your account by notifying 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 and account access checks, cancel any unauthorized billing, and cease using your account. If you do not cancel unauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe, including: any transaction fees, cash advance fees, 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, this fee will continue to be charged, and this extra payment will be taken until the account 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 on your check to make an 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. Please add your name and the date shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the error or problem, the date of the error or problem, 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, and it may be that the higher purchase 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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Update Your E-Mail Address.

535900-01

Return This Tear-Off Form With Your Next Capital One® Payment.

Capital One will use this information for account management purposes and in accordance with our privacy policy. For more information on our privacy policy, please visit <http://www.capitalone.com/parent/legal/privacy.shtml>

Current E-Mail Address:
Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces.

Name: VICKI F KOWALSKI
Account #: 5570-0918-1450-9863



Account Summary

Previous Balance	\$560.05
Payments, Credits and Adjustments	\$30.00
Transactions	\$85.12
Finance Charges	\$7.83
New Balance	\$623.00

Minimum Amount Due	\$18.00
Payment Due Date	November 05, 2001

Total Credit Line	\$700
(Non-Kmart/Cash Portion)	\$500

Total Balance	\$623.00
(Kmart Balance)	\$197.98
(Non-Kmart Balance)	\$425.02
(Cash Balance)	\$0.00

Available for Kmart Purchases	\$77.00
(Portion available for Non-Kmart/Cash Transactions)	\$74.98

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-830-7524

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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

MASTERCARD ACCOUNT

5570-0918-1450-9863

SEP 06 - OCT 05, 2001

Page 1 of 1

Payments, Credits and Adjustments

1	15 SEP	PAYMENT RECEIVED - THANK YOU	\$30.00
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Transactions

	DATE		
2	16 SEP	KMART # 3564 CLEARFIELD PA	\$32.94
3	22 SEP	KMART # 3564 CLEARFIELD PA	8.24
4	25 SEP	WM SUPERCENTER SE2 CLEARFIELD PA	43.94

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Prudic rate	Corresponding APR	FINANCE CHARGE
KMART PURCHASES	\$183.90	.04466% D	16.30%	\$2.46
NON-KMART PURCHASES	\$400.74	.04466% D	16.30%	\$5.37
CASH	\$0.00	.04466% D	16.30%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

16.30%

59589

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 7 5570091814509863 05 0623000030000018001

New Balance	\$623.00
Minimum Amount Due	\$18.00
Payment Due Date	November 05, 2001
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



059589

VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751



Get The Most Out Of Your Capital One Account

Update Your E-Mail Address With Your Next Payment

Your e-mail address is an important way for Capital One to provide you with the service and rewards that you deserve. By updating your e-mail address, you'll obtain these personalized benefits:

- Receive important updates concerning your Capital One account.
- Helps you maintain complete and accurate financial records with Capital One.
- Get access to the latest Capital One services.
- Receive instant notification of exclusive offers from Capital One.

So stay connected with Capital One. Fill out the form on the front side of this coupon and return with your next payment.

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1. How To Avoid A Finance Charge

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 purchase and new other charges if you pay your total "New Balance," in accordance with the "Important Notice for payments below, and in time, to be paid by the next statement closing date, closing date. There is no grace period for cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accounting Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction, 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. You may incur one or more finance charges, even if you pay entire "New Balance" in time by the closing date 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 amount of your purchases, new balance transfers, or 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. **Annual 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 to your daily balance of each segment. 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 of that segment, add any new purchases, new balance transfers 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 you have a grace period), then the daily balance for new transactions which post on your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate for each segment of your 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. Then we add all the daily balances of each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rates (APR).**

a. **Periodic and 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 rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in "The Wall Street Journal," during the month previous to the statement date. 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 Monthly 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 not more than two of the fees listed below for each month. We reserve the right, in the terms of your customer agreement, to 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, which is part of the cost of this account, is due, we 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 tell us you want to cancel and are exceeding 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, pre-authorized billing and account access, or if you consumer receipt of a charge, your authorization to use 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 any amount, whether they appear on your account or not, that 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 requesting of your account if it has already been closed. For example, if you authorized a purchase 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 amount your 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 checking account 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 ORGANIZATION
(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 have from you a letter indicating which bill was sent you the first bill on which the error or problem appeared. You can call our Customer Relations numbers, 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. Please do not include any personal information about 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 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 Credit Future Is In Your Hands

Capital One®
what's in your wallet?™

Capital One® wants to give you all the help we can in managing your finances. To make the most of your time and money, take the following steps to maintain your good credit.

CHECK IT: Review your credit report at least once a year to check for errors or fraudulent activity.

FIX IT: Contact the credit bureaus and credit card providers to correct mistakes on your credit report.

USE IT: Demonstrate wise use of credit. Make purchases regularly and pay your account on time.

WATCH IT: Maintain good credit by keeping your balance under the credit limit and pay your bills on time.

CONTROL IT: Moderation is key. Don't max out your credit.

999-1101



Account Summary

Previous Balance	\$623.00
Payments, Credits and Adjustments	-\$25.00
Transactions	+\$6.00
Finance Charges	+\$8.33
New Balance	\$612.33

Minimum Amount Due	\$18.00
Payment Due Date	December 05, 2001

Total Credit Line	\$700
(Non-Kmart/Cash Portion)	\$500

Total Balance	\$612.33
(Kmart Balance)	\$192.64
(Non-Kmart Balance)	\$419.69
(Cash Balance)	\$0.00

Available for Kmart Purchases	\$87.67
(Portion available for Non-Kmart/Cash Transactions)	\$80.31

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-830-7524

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85184	Richmond, VA 23285-5015
Richmond, VA 23285-5184	

MASTERCARD ACCOUNT

5570-0918-1450-9863

OCT 06 - NOV 05, 2001

Page 1 of 1

Payments, Credits and Adjustments

1 26 OCT	PAYMENT RECEIVED - THANK YOU	\$25.00
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Transactions

DATE	TRANSACTION	AMOUNT
2 27 OCT	UNI-MART #04088 CLEARFIELD PA	\$6.00

Shop for your family and help your child's education! Kmart will donate \$10,000,000 to schools. Earn money for your school when you use the Kmart School Spirit card. Enroll in any Kmart store. As an added bonus, Kmart will double the normal donation to schools through the rest of the year when you use your Kmart MasterCard and your Kmart School Spirit card.

Kmart has reduced prices on over 30,000 items storewide. Use your Kmart MasterCard and save even more money by purchasing items for your home and family at great bluelight always prices.

From your friends at Kmart, we wish you a safe and happy holiday season.

Make your holiday shopping even easier this year. Give a Kmart Gift Card. It can be purchased at any Kmart store or at www.bluelight.com. It's the perfect gift.

Capital One, ESPN, and ABC Sports are taking to the gridiron this season. Tune in every week for great college football and the Capital One Halftime Show. Then on New Year's Day, be sure to watch the Capital One Florida Citrus Bowl—in which two of America's top college teams compete in their final game of the season. It's football action you won't want to miss—so be sure to check your local listings for games and times.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
KMART PURCHASES	\$196.43	.043296 D	15.80%	\$2.64
NON-KMART PURCHASES	\$423.67	.043296 D	15.80%	\$5.69
CASH	\$0.00	.043296 D	15.80%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

15.80%

50295A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 7 5570091814509863 05 0612330025000018002

New Balance	\$612.33
Minimum Amount Due	\$18.00
Payment Due Date	December 05, 2001
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street Apt. #

City State ZIP

Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

050295

#4031029837875651# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

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

Capital One®

what's in your wallet?™

The steps to maintain your good credit are provided by Capital One, in conjunction with Consumer Action (www.consumer-action.org). © 2001 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the important notice for payments below, before the date indicated by the "Due Date" or "Closing Date" on the front of this statement. 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 a finance charge if 1) the date of the transaction or 2) 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 you may be owed finance charges, even if you pay the entire New Balance indicated on the front of this 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 calculation of your periodic rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
2. **Accruing 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 periodic rate to 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. Finally, we add up 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 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. 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 balance from the beginning 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 latest 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 this 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. **Assessing 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 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 and pay the membership fee. To cancel your account, please 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 will be asked to provide your account number 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 transaction you have against, 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 changes 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 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 on your account, the fee will continue to be charged to the account until the membership fee and 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 for payment, you authorize 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 standard white paper. Use the address 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, the date 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 resolve the problem with the merchant, you may have the right to have 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 Credit Future Is In Your Hands

CapitalOneSM
what's in your wallet?™

Capital One® wants to give you all the help we can in managing your finances. To make the most of your time and money, take the following steps to maintain your good credit.

CHECK IT: Review your credit report at least once a year to check for errors or fraudulent activity.

FIX IT: Contact the credit bureaus and credit card providers to correct mistakes on your credit report.

USE IT: Demonstrate wise use of credit. Make purchases regularly and pay your account on time.

WATCH IT: Maintain good credit by keeping your balance under the credit limit and pay your bills on time.

CONTROL IT: Moderation is key. Don't max out your credit.

999-1101



Account Summary

Previous Balance	\$612.33
Payments, Credits and Adjustments	-\$100.00
Transactions	+\$45.36
Finance Charges	+\$7.49
New Balance	\$565.18
Minimum Amount Due	\$16.00
Payment Due Date	January 05, 2002
Total Credit Line	\$700
(Non-Kmart/Cash Portion)	\$500
Total Balance	\$565.18
(Kmart Balance)	\$209.12
(Non-Kmart Balance)	\$356.06
(Cash Balance)	\$0.00
Available for Kmart Purchases	\$134.82
(Portion available for	\$134.82
Non-Kmart/Cash Transactions)	

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-830-7524

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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

MASTERCARD ACCOUNT

5570-0918-1450-9863

NOV 06 - DEC 05, 2001

Page 1 of 1

Payments, Credits and Adjustments

1	19 NOV	PAYMENT RECEIVED - THANK YOU	\$100.00
Transactions			
2	12 NOV	KMART # 3564 CLEARFIELD PA	\$19.97
3	12 NOV	KMART # 3564 CLEARFIELD PA	25.39

Shop for your family and help your child's education! Kmart will donate \$10,000,000 to schools. Earn money for your school when you use the Kmart School Spirit card. Enroll in any Kmart store. As an added bonus, Kmart will double the normal donation to schools through the rest of the year when you use your Kmart MasterCard and your Kmart School Spirit card.

Make your holiday shopping even easier this year. Give a Kmart Gift Card. It can be purchased at any Kmart store or at www.bluelight.com. It's the perfect gift.

Kmart has reduced prices on over 30,000 items storewide. Use your Kmart MasterCard and save even more money by purchasing items for your home and family at great bluelight always prices.

From your friends at Kmart, we wish you a safe and happy holiday season.

****Important Notice**** Recently, you received a letter from Capital One containing an important legal notice about a change to your Customer Agreement to add an arbitration provision. Please review the arbitration provision carefully as it affects your rights.

Capital One, ESPN, and ABC Sports are taking to the gridiron this season. Tune in every week for great college football and the Capital One Halftime Show. Then on New Year's Day, be sure to watch the Capital One Florida Citrus Bowl-in which two of America's top college teams compete in their final game of the season. It's football action you won't want to miss-so be sure to check your local listings for games and times.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
KMART PURCHASES	\$212.34	.04192% D	15.30%	\$2.67
NON-KMART PURCHASES	\$383.33	.04192% D	15.30%	\$4.82
CASH	\$0.00	.04192% D	15.30%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

15.30%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 7 5570091814509863 05 0565180100000016008

New Balance	\$565.18
Minimum Amount Due	\$16.00
Payment Due Date	January 05, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

056131

#9054029837875657# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

Capital One®

what's in your wallet?™

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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, by the date of the statement closing date.
 - 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, by the date of the statement closing date.
 - 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, by the date of the statement closing date.
- Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction 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. You should not pay any additional 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 you do not pay the "New Balance" in full, 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 assess any or all finance charges for any given billing period.
- Average Daily Balance (Including New Purchaser).**
 - 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 determined for you. At the end of each day during the billing period, we apply the daily balance 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. Then we 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. Then we add up the results of the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new purchases which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing by the number of days in the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**
 - If the code "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, plus divide the total 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).**
 - If the term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
 - If the code P (Prime), L (3 mos. LIBOR), C (Certificate of Deposit), or S (Bankard Prime) appear on the front of this statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the latest information 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) G (3-mo. LIBOR Replaced monthly) appears on the front of your statement next to the periodic rates, 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.**
 - Annual Percentage Rate, 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 later.
 - 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. If you do not 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 pay your credit card and account access checks, return your card and 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 transaction fees, finance charges, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed in 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 to 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 membership fee has been paid in full as defined above.

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

- Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic transfer of funds from your bank account 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 and include your account number and the address for inquiries shown on the front of this statement. We must receive your letter within 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the error or problem, the date of the error or problem, 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. We will not provide 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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56131A

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.

To better understand how your total Kmart credit line and non-Kmart portion work together, here are some tips for reading your monthly statement:

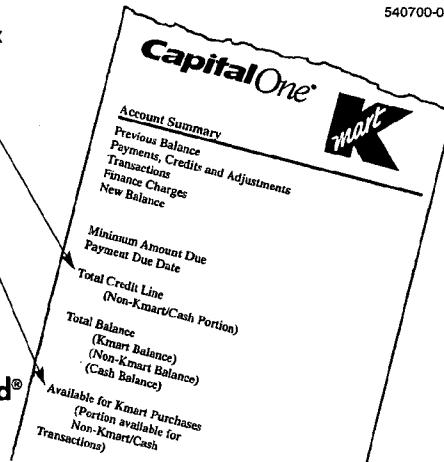
Account Credit Line

The "Total Credit Line" is the maximum amount of credit you can use for Kmart purchases. As part of your total credit line, you have the "Non-Kmart/Cash Portion" available for purchases anywhere MasterCard® is accepted, as well as for cash transactions.

Available Credit

The "Available for Kmart Purchases" is the amount of your total credit line remaining for Kmart purchases on the date your statement was printed. The "Portion available for Non-Kmart/Cash Transactions" is the amount of credit remaining for non-Kmart purchases and cash transactions on the date your statement was printed.

Remember...you can use your Kmart MasterCard® anywhere MasterCard is accepted.



Account Summary

Previous Balance	\$565.18
Payments, Credits and Adjustments	-\$150.00
Transactions	+\$56.64
Finance Charges	+\$6.61
New Balance	\$478.43

Minimum Amount Due \$15.00
Payment Due Date February 05, 2002

Total Credit Line (Non-Kmart/Cash Portion) \$700
(\$500)

Total Balance
(\$155.89)
(\$322.54)
(\$0.00)

Available for Kmart Purchases
(\$221.57)
(\$177.46)

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-830-7524

Visit www.capitalone.com today to manage your account online and receive valuable offers.

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85184	Richmond, VA 23285-5184
Richmond, VA 23285-5184	Richmond, VA 23285-5015

MASTERCARD ACCOUNT

5570-0918-1450-9863

DEC 06, 2001 - JAN 05, 2002

Page 1 of 1

Payments, Credits and Adjustments

1 17 DEC	PAYMENT RECEIVED - THANK YOU	\$150.00
<hr/>		
Transactions		
2 12 DEC	QVC*2884077235 800-367-9444 PA	\$56.64

Transactions

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
KMART PURCHASES	\$174.49	.04123% D	15.05%	\$2.23
NON-KMART PURCHASES	\$342.94	.04123% D	15.05%	\$4.38
CASH	\$0.00	.04123% D	15.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

15.05%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One®

0000000 7 5570091814509863 05 0478430150000015003

New Balance	\$478.43
Minimum Amount Due	\$15.00
Payment Due Date	February 05, 2002
Total enclosed	\$

Please print address changes below using blue or black ink.

Street:	Appt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

1018343

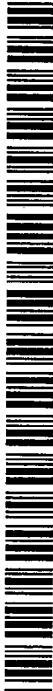
#9000629837875654# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

Remember...you can use your Kmart MasterCard anywhere MasterCard is accepted.



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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 all other charges by the due date on your 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 subject to a 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 you until the balance until the unpaid balance is paid in full. This means that you will 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 you do not pay the "New Balance" charge, a minimum total FINANCE CHARGE of \$0.50 will be applied. 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 waive 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 allocated to that segment to arrive at the daily balance for each day of the billing period. Then 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 all segments. Then we take 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. Then we 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. Then we add up all the daily balances of 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 by the number of days in the billing period. 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 "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 beginning 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 periodic finance charge included in the balance of each segment.) This gives us the daily balance for each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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

b. If the code F (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of this 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 the first day of your billing period each month.

4. Assessing 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 in the future.

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 may 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. Please provide us with 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 transaction fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed in 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 amount of the fee has been paid in full as described 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 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 back 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 in dispute, the date of the bill in dispute, 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, if 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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18343S

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.

To better understand how your total Kmart credit line and non-Kmart portion work together, here are some tips for reading your monthly statement:

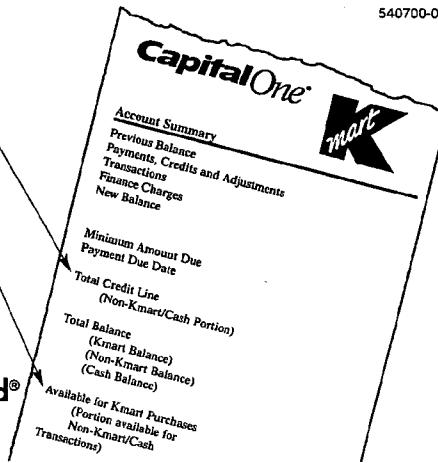
Account Credit Line

The "Total Credit Line" is the maximum amount of credit you can use for Kmart purchases. As part of your total credit line, you have the "Non-Kmart/Cash Portion" available for purchases anywhere MasterCard® is accepted, as well as for cash transactions.

Available Credit

The "Available for Kmart Purchases" is the amount of your total credit line remaining for Kmart purchases on the date your statement was printed. The "Portion available for Non-Kmart/Cash Transactions" is the amount of credit remaining for non-Kmart purchases and cash transactions on the date your statement was printed.

Remember... you can use your Kmart MasterCard® anywhere MasterCard is accepted.



MASTERCARD ACCOUNT

5570-0918-1450-9863

JAN 06 - FEB 05, 2002

Page 1 of 1

Account Summary

Previous Balance	\$478.43
Payments, Credits and Adjustments	\$15.00
Transactions	+\$0.00
Finance Charges	+\$6.02
New Balance	\$469.45

Minimum Amount Due \$15.00
Payment Due Date March 05, 2002

Total Credit Line \$700
(Non-Kmart/Cash Portion) \$500

Total Balance \$469.45
(Kmart Balance) \$152.97
(Non-Kmart Balance) \$316.48
(Cash Balance) \$0.00

Available for Kmart Purchases \$230.55
(Portion available for Non-Kmart/Cash Transactions) \$183.52

Payments, Credits and Adjustments

1	17 JAN	PAYMENT RECEIVED - THANK YOU	\$15.00
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At your service

To call Customer Relations or to report a lost or stolen card:
1-800-830-7524

Visit www.capitalone.com today to manage your account online and receive valuable offers.

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85015
P.O. Box 85184 Richmond, VA 23285-5184

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
KMART PURCHASES	\$153.69	.04123% D	15.05%	\$1.96
NON-KMART PURCHASES	\$317.98	.04123% D	15.05%	\$4.08
CASH	\$0.00	.04123% D	15.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

15.05%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 7 5570091814509863 05 0469450015000015007

New Balance	\$469.45
Minimum Amount Due	\$15.00
Payment Due Date	March 05, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



018711

#9003729837875659# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751



Remember... you can use your Kmart MasterCard anywhere MasterCard is accepted.



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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 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. **Assuring 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 added to your account or 3) from the first calendar day of the current billing period, whichever is later. 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 is less than \$0.50, we will impute 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. **Assessing Finance Charge (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 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 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, we 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 on your account. However, if you paid the New Balance when your account statement was 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 billing cycle. We calculate your total finance charge by multiplying 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 add 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 for the billing period, add 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 D (Prime), E (1-mo. LIBOR) or G (3-mo. LIBOR Rapticed Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may 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 Rapticed Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may 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 each month.
 - d. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Rapticed Monthly) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may 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 the thirty-day period.
4. **Assessing Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than one 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. **If You Close 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 in writing or 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 cancel all preauthorized billing, and cease using your account. If we do not cancel your 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, annual fees, returned payment fees, cash advance fees and any other fees imposed by your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we received payment from you before your account was 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 receive your letter or inquiry within 60 days of the date you received your 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 on the property or service. (You have this protection only when the purchase value 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 Credit Future Is In Your Hands

CapitalOneSM
what's in your wallet?™

Capital One® wants to give you all the help we can in managing your finances. To make the most of your time and money, take the following steps to maintain your good credit.

CHECK IT: Review your credit report at least once a year to check for errors or fraudulent activity.

FIX IT: Contact the credit bureaus and credit card providers to correct mistakes on your credit report.

USE IT: Demonstrate wise use of credit. Make purchases regularly and pay your account on time.

WATCH IT: Maintain good credit by keeping your balance under the credit limit and pay your bills on time.

CONTROL IT: Moderation is key. Don't max out your credit.

999-1101



Account Summary

Previous Balance	\$469.45
Payments, Credits and Adjustments	-\$469.95
Transactions	+\$0.00
Finance Charges	+\$0.50
New Balance	\$0.00
Minimum Amount Due	\$0.00
Payment Due Date	April 05, 2002
Total Credit Line	\$700
(Non-Kmart/Cash Portion)	\$500
Total Balance	\$0.00
(Kmart Balance)	\$0.00
(Non-Kmart Balance)	\$0.00
(Cash Balance)	\$0.00
Available for Kmart Purchases	\$700.00
(Portion available for Non-Kmart/Cash Transactions)	\$500.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-830-7524

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Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85184
P.O. Box 85015 Richmond, VA 23285-5184 Richmond, VA 23285-5015

MASTERCARD ACCOUNT

5570-0918-1450-9863

FEB 06 - MAR 05, 2002

Page 1 of 1

Payments, Credits and Adjustments

1	13 FEB	PAYMENT RECEIVED - THANK YOU	\$469.45
2	05 MAR	SERVICE CHARGE ADJUSTMENT	.50

Transactions

3	05 MAR	MINIMUM - FINANCE CHARGE	\$.05
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IMPORTANT INFORMATION: Please see the new section, "Temporary Reduction in Finance Charge," on the reverse for important information regarding your account with Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
KMART PURCHASES	\$38.62	.04123% D	15.05%	\$.45
NON-KMART PURCHASES	\$0.00	.04123% D	15.05%	\$0.00
CASH	\$0.00	.04123% D	15.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

16.88%

56073A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne®

0000000 7 5570091814509863 05 0000000469450000001

New Balance	\$0.00
Minimum Amount Due	\$0.00
Payment Due Date	April 05, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

056073

#9006529837875650# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

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

Capital One®

what's in your wallet?™

The steps to maintain your good credit are provided by Capital One, in conjunction with Consumer Action (www.consumer-action.org). © 2001 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.**
 - † 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, by the date the statement is due. This is the "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.** Unpaid purchases (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 includes initial and subsequent finance charges, even if you pay the entire New Balance indicated on the front of your statement from 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 you are 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 applied to that segment at the end of each day during the billing period. We then add the daily balances 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. To calculate the average 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 the separate daily balance for each segment of your account. We then add up all the New Balances 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 the 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 "Average Daily Balance" 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. Then we add the daily balances for 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 quickly 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.
 - 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. **Annual 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 not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees in the future.
 - 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. If you do not cancel your account, 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 may destroy your credit card and account access checks, cancel all pre-authorized billing, and cease using your account. If you do not cancel pre-authorized 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 transaction fees, service fees, 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 at the extended period set 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 an 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, or photocopy the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the error or problem, the date the bill was sent, 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, and the merchant fails to do so or to return the amount due on the property or services, you have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3:00 p.m. 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 anywhere personal checks are accepted—no transaction fee!

546000-01

VICKIFKOWALSKI
1202DAISYTA
CLEARFIELD PA 16830-2751

8305

68-677/510

Expires June 30, 2002

S205

Pay To The Order Of VICKIFKOWALSKI

Two hundred fifty and 00/100

CapitalOne
Richmond, VA Purchase Check

Memo

Customer
Signature

\$ \$250.00

Dollars

VOID



MASTERCARD ACCOUNT

5570-0918-1450-9863

APR 06 - MAY 05, 2002

Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$0.00
Finance Charges	\$0.00
New Balance	\$0.00
Minimum Amount Due	\$0.00
Payment Due Date	June 05, 2002
Total Credit Line	\$700
(Non-Kmart/Cash Portion)	\$500
Total Balance	\$0.00
(Kmart Balance)	\$0.00
(Non-Kmart Balance)	\$0.00
(Cash Balance)	\$0.00
Available for Kmart Purchases	\$700.00
(Portion available for Non-Kmart/Cash Transactions)	\$500.00

Payments, Credits and Adjustments

Although a Kmart store near you is closing, the majority of Kmart stores will remain open for business as usual. To locate the Kmart stores nearest you, call toll free 1-866-KMART-4U (1-866-562-7848) or go to www.kmart.com. And please remember that it's important to keep your Kmart MasterCard account in good standing by making payments on time each month and not going over your available credit limit.

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-830-7524

Visit www.capitalone.com today to manage your account online and receive valuable offers.

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85184	Richmond, VA 23285-5015
Richmond, VA 23285-5184	

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
NON-KMART PURCHASES	\$0.00	.04123%	D	15.05%
CASH	\$0.00	.04123%	D	15.05%

ANNUAL PERCENTAGE RATE applied this period

0.00%

3599A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 7 5570091814509863 05 0000000469450000001

New Balance	\$0.00
Minimum Amount Due	\$0.00
Payment Due Date	June 05, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

00159

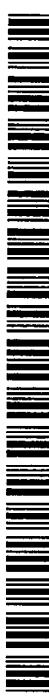
#9012529837875652# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

This purchase check* provides easy access to the non-Kmart portion of your credit line.

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE	RESERVED FOR FINANCIAL INSTITUTION USE *	ENDORSE HERE
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***Important information regarding your check:** If the attached check is a Purchase Check, it will be treated as a non-Kmart purchase according to the terms of your Customer Agreement and any amendments to it but may not qualify for any rewards program. The attached check is subject to credit availability, so you must have the available credit on the day Capital One processes your check. Check acceptance is also subject to the current status of your account, and 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 to 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 cycle 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 by your account or 3) from the first calendar day of the month following the transaction, if you did not pay the "New Balance" from the previous billing period in full. Finance charges continue to accrue to your unpaid balance until the 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 cycle date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
 - c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance, Including New Purchases.**
 - a.** Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the average daily balance for 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 purchases and any periodic finance charge calculated on the previous day for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives the separate daily balance for each segment of your account. However, if you paid the "New Balance" in full on the front of this 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 add 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 this statement next to "Balance Rate Applied To", we also subtract any unpaid finance charge included in the daily balance of each segment.) This gives us the daily balance of each segment. We then multiply the daily balance for each segment by the periodic rate for each segment 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 D (Prime), F (1-mo, LIBOR) or G (3-mo, LIBOR Repriced Monthly) 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*. These rates will be effective as of 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.** Annual Percentage Rate, Overlimit and Returned Payment Fees. Your account will be assessed no more than one 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.** 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 using the Customer Department and pay your "New Balance". In full (including 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 have any remaining 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 advances, late fees, and any other fees on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we received payment from the merchant, when 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, this 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 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 have from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and the date it occurred, and 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 of the purchase. If you believe you have this protection and 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.

CapitalOne

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

VICKI F KOWALSKI Name the place

peoplepc™ online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP
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Mention Offer Code: DIAMOND
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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 InternetService 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, on or before the last day of the billing period or by the 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 settled in a grace period are assessed finance charges: 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. Finance charges will be assessed on the unpaid balance when 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 includes a grace period, a minimum total FINANCE CHARGE of \$0.50 will be assessed. 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 month.

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 to 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 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. Then we add up the results of the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new purchases which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing that 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 a code "2" appears on the front of this statement next to "Balance Due 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 Due Applied To," we also subtract any periodic finance charge calculated on 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 (Bankard Prime) appears on the front of this 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 covered by your periodic statement ending in the months January, April, July and October.

c. If the code P (Prime), L (3-mo. LIBOR), R (Retail), or S (Bankard Prime) 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 covered by your periodic statement ending in the months January, April, July and October.

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. You will waive 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 contact our Customer Relations Department to have the membership fee to cancel your account. You may also 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. If you do not cancel your account, you may cancel your credit card 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 fees, including over limit fees, and any transaction you have preauthorized, 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. Any money in changes 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 merchant who has a right to charge your account, this may 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. **Non-Bankard Prime 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 on 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 believe your bill is inaccurate, you have the right to inquire. If you believe there is an error on a transaction on your 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 right. In order to help us investigate your inquiry, you must provide your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have acted in good faith to contact the merchant 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 a merchant, or if we make your purchases on behalf of a merchant, 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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O1LGBAK

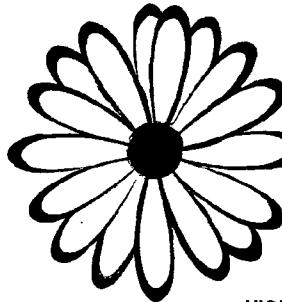
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-35-

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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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VICKI F KOWALSKI

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PLATINUM MASTERCARD ACCOUNT

5178-0518-1450-9863

MAR 06 - APR 05, 2004

Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$4.00
Finance Charges	\$0.00
 New Balance	 \$4.00
Minimum Amount Due	\$4.00
Payment Due Date	May 05, 2004
 Total Credit Line	 \$700
Total Available Credit	\$696.00
Credit Line for Cash	\$700
Available Credit for Cash	\$696.00

Payments, Credits and Adjustments

Transactions

1 05 APR CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
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At your service

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

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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

534384

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE	
PURCHASES	\$0.00	.03918%	D	14.30%	\$0.00
CASH	\$0.00	.03918%	D	14.30%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178051814509863 05 0004000469450004003

New Balance	\$4.00
Minimum Amount Due	\$4.00
Payment Due Date	May 05, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0518-1450-9863

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, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

053438

#9009729837875653# MAIL ID NUMBER

VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

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2.....

1. How To Avoid A Finance Charge.

T. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in full and in time for it to be credited by your next statement 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 statement date of the month following the transaction, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the 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 your next statement date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

T. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and no difference will be billed to the purchase segment of your account.

T. 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. We will calculate the average 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 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 of each segment, add in any new purchases 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 you have balance transfers, cash advances and 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 periodic rate for each segment for the current billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

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

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periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment, add in any new purchases 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. We then add the periodic rates 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 A (Annual), B (Banker's Monthly), C (Certificate of Deposit), or S (Bank Card Price) 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 indices 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 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 each month.

4. Assessment of Late, Overlimit and Returned Payment Fees. If you fail to make a payment on time, or if you fail to pay the amount due on your account, we will assess a late fee listed here that occurs during a 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 you membership fee is due 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 in writing to 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 have a preauthorized billing arrangement, 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 advances, and other amounts due on your account.

You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after we 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 a bill from that merchant, when we receive 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, this 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 transfer from your bank account to ours to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and explain, if possible, why you believe there is an error, or if you have 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.

T. 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. Write this notice to us within 60 days after we send you the first bill on which 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.

T. Does not apply to consumer non-credit card accounts

T. 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, 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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\$178-0518-14509863

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Account Summary

Previous Balance	\$4.00
Payments, Credits and Adjustments	\$4.00
Transactions	\$4.04
Finance Charges	\$0.00
New Balance	\$4.04
Minimum Amount Due	\$4.04
Payment Due Date	June 05, 2004
Total Credit Line	\$700
Total Available Credit	\$695.96
Credit Line for Cash	\$700
Available Credit for Cash	\$695.96

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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

PLATINUM MASTERCARD ACCOUNT

S178-0518-1450-9863

APR 06 - MAY 05, 2004

Page 1 of 1

Payments, Credits and Adjustments

1	03 MAY	Cap 1 ElectronicPhonePmt AuthDate 02-MAY	\$4.00
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Transactions

2	05 MAY	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
3	05 MAY	PAYMENT PROTECTION 1-888-527-6904	.04

Thank you for enrolling in Capital One's Payment Protection Plan. Your premium will be conveniently billed to your Capital One credit card based on your month-ending account balance. If you have any questions, please call the customer service number listed above in the transactions section of your statement.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.03918% D	14.30%	\$0.00
CASH	\$0.00	.03918% D	14.30%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178051814509863 05 0004040004000004040

New Balance	\$4.04
Minimum Amount Due	\$4.04
Payment Due Date	June 05, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0518-1450-9863

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: <input type="text"/>		

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

05301

#9012729837875658# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

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

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

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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, by the 11th day of the month following the 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 charges from the date of the transaction until 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. Finance charges will not be imposed on new purchases, even if you pay the entire "New Balance" indicated 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 FINANCIAL CHARGE of \$0.50 will be imposed on the total finance charge (less any discount from your periodic rate) if 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

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 balance 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 "New Balance" for each segment of your account, take the starting 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. We then add up the results of 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 "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.) Then we take the daily balance for each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rates (APR).**

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

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

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

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, but you will not have 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 may do so by calling your credit card and account access checker, cancel all unauthorized billing, and cease using your account. If you do not cancel unauthorized 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 transaction fees, late fees, finance charges, finance, 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, this 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 for payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account 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 as soon as possible. The address for inquiries shown on the back of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the error or problem, the date of the error or problem, 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 that problem with the merchant, you may be entitled to apply to us for a refund amount due on the property or services. You may use 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.

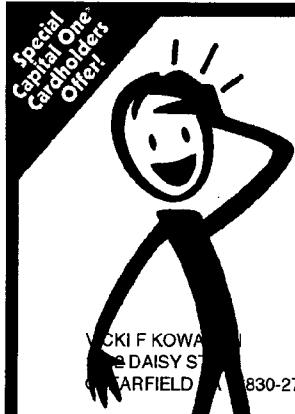
† Does not apply to consumer non-credit card accounts

† 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 return envelope; and (2) the payment is received by us no later than 5 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 on any other day may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.



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 \$9.95/mo. thereafter

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 when you sign up for 12 months

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

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- Smart Dialer
- More Email Addresses
- Internet Call Waiting

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PLATINUM MASTERCARD ACCOUNT

MAY 06 - JUN 05, 2004

Page 1 of 2

Account Summary

Previous Balance	\$4.04
Payments, Credits and Adjustments	\$4.04
Transactions	\$4.04
Finance Charges	\$0.00
New Balance	\$4.04
Minimum Amount Due	\$4.04
Payment Due Date	July 05, 2004
Total Credit Line	\$700
Total Available Credit	\$695.96
Credit Line for Cash	\$700
Available Credit for Cash	\$695.96

At your service

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

Send payments to:
 Attn: Remittance Processing
 Capital One Services
 P.O. Box 85184
 Richmond, VA 23285-5184

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

Payments, Credits and Adjustments

1	17 MAY	PAYMENT RECEIVED - THANK YOU	\$4.04
Transactions			
2	05 JUN	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
3	05 JUN	PAYMENT PROTECTION 1-888-527-6904	.04

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.03918% D	14.30%	\$0.00
CASH	\$0.00	.03918% D	14.30%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178051814509863 05 0004040004040004046

New Balance	\$4.04	
Minimum Amount Due	\$4.04	
Payment Due Date	July 05, 2004	
Total enclosed	\$	_____
Account Number:	5178-0518-4509-863	

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, F.S.B.
 P.O. Box 85184
 Richmond, VA 23285-5184

004928

#9015829837875653# MAIL ID NUMBER
 VICKI F KOWALSKI
 1202 DAISY ST A
 CLEARFIELD PA 16830-2751

004928

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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 new 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) if you did not pay the total "New Balance" in time for the transaction to be credited to your Account or 2) 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 make an entire New Balance payment 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 on the total balance (including your periodic rate) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
2. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
3. **Accruing Finance 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 will multiply the daily periodic rate of each segment of your account by the daily balance in 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 add any new transaction balance for each segment and add any new transaction 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 amount when you previous statement closed (all for if your new balance was zero or a credit amount), new purchases 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 period. To calculate your total finance charge, we take the average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge 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 balance charge from the balance of each segment.) This gives us the daily balance for 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. **Periodic (Daily) Interest Rate.** "APR" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bank Card 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 the interest rates are 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. **Assessing 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 date.
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, please contact 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 may destroy your credit card and account access checks, cancel your unauthorized billing, and cease using your account. If you do not cancel unauthorized 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 transaction fees, annual fees, unearned 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 non-refund fee for your account, we will not be able to charge that fee if it is not 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.

6. **Notice About Electronic Check Conversion.** When you put your check in payment, we authorize us either to use information from your check to make a one-time or 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
(Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction, write to us on a separate sheet as soon as possible at the address or 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 the following information: your name and account number, the dollar amount in dispute, the date of the transaction, the reason 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 to refuse to pay the 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 sending your payment. When you mail us a check, 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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A Personal Loan for valued Capital One® customers

Call 1-800-996-7755 for these great features:

201166

EXCLUSIVELY FOR
CapitalOne
CARDHOLDERS

- ⇒ A **FIXED APR**
- ⇒ Personal Loan up to \$30,000 to use any way you choose
- ⇒ **No application fee, no prepayment penalty**
- ⇒ **Low, fixed monthly payments**

Invitation No.: 8533-059007122-28-3

Interested? Call us toll free at

1-800-996-7755

and refer to the Invitation Number above.

Page 2 of 2

CapitalOne personal loans*

Dear VICKI F KOWALSKI,

⇒ A **FIXED APR**
from **6.9%**^

Because of your good standing as a cardholder, you're eligible for a Capital One Personal Loan **up to \$30,000** with a **FIXED APR from 6.9%**. Plus, there are several loan amounts for you to choose from.

⇒ **Up To \$30,000**
For anything
you choose

This loan can be used to pay for anything—tuition bills, major purchases, taxes, home improvement—but it's particularly helpful for consolidating your existing debt. That's because it features a low, fixed interest rate, one of the lowest in the nation, so more of your money will go toward principal, allowing you to pay off debt quickly.

⇒ **CHOOSE**
The loan that's
right for you

The **FIXED APR** from 6.9% that comes with the Capital One Personal Loan means you'll have low monthly payments that will never change, giving you peace of mind.

⇒ **NO**
Annual Fee^

Upon approval, 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

⇒ **NO**
Prepayment Penalty

Choose the loan that works for you!

Loan Amount	Loan Term	Monthly Payment
\$30,000	60 MONTHS	\$592.62
\$15,000	48 MONTHS	\$358.50
\$7,000	24 MONTHS	\$313.09

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^If we are unable to approve you for the Capital One Personal Loan of your choice we will automatically consider you for a 14.9% APR. See reverse for loan amount and monthly payment information.

Offer expires: 07/28/04
201166

••••• **Simply call 1-800-996-7755**
before this offer expires!

Invitation Number: 8533-059007122-28-3

This Capital One® Personal Loan ...

- ⇒ A **FIXED APR**
- ⇒ **Up To \$30,000** to use any way you choose
- ⇒ **NO application fee, NO prepayment penalty**

FEDERAL DISCLOSURE STATEMENT

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 AMOUNT WITH APR AND CORRESPONDING MONTHLY PAYMENT

Prefixed Loan Amount	Alternate Loan Amount	Alternate APR	Alternate Monthly Payment
\$30,000	\$10,000	14.9%	\$346.16
\$15,000	\$10,000	14.9%	\$346.16
\$7,000	\$7,000	14.9%	\$339.07

[†]We will automatically consider you for the alternate loan terms as disclosed in this offer. Please see the chart above for monthly payment information.

[‡]Your Annual Percentage Rate (APR) is subject to increase if any of the following conditions ("Conditions") occur: (1) you fail to make a payment to us when due or 2) your payment is returned to us for any reason.

If you are approved for a 6.9% APR, the first time any of the Conditions occur, your APR may be increased to a 9.9% APR. If any of the Conditions occur twice within any 6-month period, your APR may be increased to a 16.9% APR.

If you are approved for a 14.9% APR, the first time any of the Conditions occur, your APR may be increased to a 17.9% APR. If any of the Conditions occur twice within any 6-month period, your APR may be increased to a 24.9% APR.

In the event that your APR is increased, the term of your loan will be increased, but your monthly payment amount will not change. If any of the Conditions occur as described above, your APR will change within 3 billing periods after the billing period in which the Condition occurred. You will be notified in your billing statement if a Condition has occurred and your APR has been increased.

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, F.S.B. (Capital One), the creditor in this transaction.

INTEREST CALCULATION METHOD. Interest is calculated by the Daily Simple Interest Method. To compute your daily interest, we take the beginning balance of your loan each day and subtract any payments or credits applied to your loan. This is your daily balance. We then multiply your daily balance by your daily periodic rate (your annual percentage rate divided by 365), which gives us your daily interest. Next we total your daily interest for each day of the month covered by your monthly billing statement to determine your total interest for the statement period.

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. \$20,000 minimum household income required.

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Conditions of Offer: I am applying to 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 Personal Loan or if I have responded to a previous offer from Capital One Bank, Capital One, F.S.B. or any other Capital One affiliate within the last 45 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.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR OR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you apply for or open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you.

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 monthly 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 1-877-815-5768.

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.

[†]Alimony, child support, separate maintenance income, co-applicant's annual income or other income need not be revealed if you do not choose to have it considered as a basis for repaying this loan.

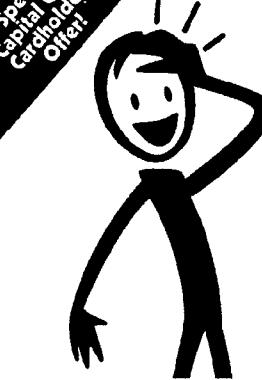
* If you would like to reply to this offer but are not interested in automated monthly payments, simply complete the Loan Invitation but do not fill out the Automated Monthly Payment Option section.

ABOUT CAPITAL ONE

With more than 47 million accounts and over \$83 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.

Special
Capital One
Cardholders
Offer!



First 3 months half-price

\$497*

a month;
\$9.95/mo. thereafter

SIGN UP TODAY!

1-877-778-1207

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

UNLIMITED INTERNET ACCESS

CapitalOne

PLATINUM MASTERCARD ACCOUNT

JUN 06 - JUL 05, 2004

Page 1 of 2

5178-0518-1450-9863

Payments, Credits and Adjustments

1 14 JUN PAYMENT RECEIVED - THANK YOU \$4.04-

Transactions

2 05 JUL CAPITAL ONE MONTHLY MEMBER FEE \$4.00
3 05 JUL PAYMENT PROTECTION 1-888-527-6904 .04

Account Summary

Previous Balance	\$4.04
Payments, Credits and Adjustments	\$4.04
Transactions	\$4.04
Finance Charges	\$0.00
 New Balance	 \$4.04
Minimum Amount Due	\$4.04
Payment Due Date	August 05, 2004
Total Credit Line	\$700
Total Available Credit	\$695.96
Credit Line for Cash	\$700
Available Credit for Cash	\$695.96

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.03918% D	14.30%	\$0.00
CASH	\$0.00	.03918% D	14.30%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne

0000000 7 5178051814509863 05 0004040004040004046

New Balance \$4.04
Minimum Amount Due \$4.04
Payment Due Date August 05, 2004
Total enclosed \$
Account Number: 5178-0518-1450-9863

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, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

#9018829837875650# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

005380

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

peoplepc™ online
A better way to Internet.

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

1-877-778-1207

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

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

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

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

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

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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 bill "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" in full.

b. **Averaging Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you do not pay your bill "New Balance" in 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 will be applied to the purchase amount of each segment. **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 \$0.50 and impose the difference will be billed to the purchase amount of each segment. These charges will be effective on the first day of your billing period.

c. **Average Daily Balance (Including New Purchases).** Finance charges are 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 the daily periodic rates for each segment to get the 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 (cash advance, purchase, special transfer, and special purchase) posted to that segment during the previous day. 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 amount on your previous statement in full (or if your balance was zero) and you made 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, we multiply the average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

d. 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
2. **Average Daily Balance (Excluding New Purchases).** Finance charges are 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 the daily periodic rates for each segment to get the 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 (cash advance, purchase, special transfer, and special purchase) posted to that segment during the previous day. 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 amount on your previous statement in full (or if your balance was zero) and you made 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, we multiply the average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
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 D (3-mo. 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 charges will be effective on the first day of your billing period covering the calendar month 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 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 charges 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 1 of the fees listed on the corresponding bill plus 1.00% of the amount of the fees or the amount of the fees, whichever is greater. 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 to cancel your account 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 all amounts due (including any remaining 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 notify us of your account. If you have a preauthorized billing arrangement, 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 amounts, fees, returned payment fees, cash advance fees and any other fees imposed on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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 for the code Z or N that appear on the front of this statement next to "Balance Rate Applied To." We also subtract any unpaid finance charge included in 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 D (3-mo. 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 charges will be effective on the first day of your billing period covering the calendar month 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 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 charges 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 1 of the fees listed on the corresponding bill plus 1.00% of the amount of the fees or the amount of the fees, whichever is greater.

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 to cancel your account 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 all amounts due (including any remaining 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 notify us of your account. If you have a preauthorized billing arrangement, 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 amounts, fees, returned payment fees, cash advance fees and any other fees imposed on your account.

You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in

charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If 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 transaction.

8. Notice About Electronic Check Conversion.

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

BILLING RIGHTS SUMMARY

In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill with the error or problem on it. 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 of why you believe there is an error. Please include the account number and the date 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 in question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you 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 right if (a) the purchase price was less 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. Please do not staple, clip or fasten your payment to your check. If you send us a check, 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.

...* **Simply call 1-800-424-3939**
before this offer expires!

Invitation Number: 8534-135668408-10-1

YOUR CAPITAL ONE® PERSONAL LOAN . . .

- ...* \$7,031 to use any way you choose
- ...* **FREE** Automated Monthly Payment Option
- ...* **Low, fixed monthly payment**

CapitalOne® personal loans™

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

Page 2 of 2

- ...* **\$7,031**
To use for anything
you choose
- ...* **FREE**
Automated Monthly
Payment Option
- ...* **NO**
Application Fee
- ...* **NO**
Prepayment Penalty

Dear VICKI F KOWALSKI,

As one of our best customers, you have the opportunity to increase your financial flexibility with a \$7,031 Personal Loan from Capital One.® You'll enjoy a **FIXED APR** from **9.9%** for the life of your loan—with a low, **FIXED** monthly payment of only \$324.12 and a 24-month loan term.⁴ Plus, when you use your Personal Loan to consolidate your high-interest gas cards, department store cards and loan balances, you'll save time and money by writing just one check each month.

Upon approval, 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

**Protect your Personal Loan
with Payment Protection**

Make sure your Personal Loan
payments are made if you lose
your job involuntarily or are
temporarily disabled.

5380M



LOAN AMOUNT	MONTHLY PAYMENT ⁴
\$7,031	\$324.12

⁴If we are unable to approve you for a Capital One Personal Loan with a fixed APR of 9.9%, we will automatically consider you for a loan with a 15.9% or 16.9% APR. See reverse for monthly payment information.

Offer expires: 08/28/2004

201182



Apply for your
Personal Loan today at
1-800-424-3939 and
don't forget to ask about
"Payment Protection"
for your loan.

(See reverse for details).

**Protect Your Personal Loan Account
with Payment Protection**

Convenient and affordable, Payment Protection pays the minimum monthly payment you owe on your eligible balance if you lose your job or become temporary disabled. And, in the event of death or permanent disability, Payment Protection will pay off the total remaining balance on your loan.

FEDERAL DISCLOSURE STATEMENT

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.

APR AND CORRESPONDING MONTHLY PAYMENT

APR	Monthly Payment without Payment Protection	Monthly Payment with Payment Protection
9.9%	\$324.12	\$355.72
15.9%	\$443.92	\$376.60
16.9%	\$347.29	\$380.14

⁴ We will automatically consider you for the alternate loan terms as disclosed in this offer. Please see the chart above for monthly payment information.

◆ Your Annual Percentage Rate (APR) is subject to increase if any of the following conditions ("Conditions") occur: (1) you fail to make a payment to us when due or 2) your payment is returned to us for any reason. The first time any of the Conditions occur, your original APR may be increased by 3 percentage points. If any of the Conditions occur twice within any 6-month period, your original APR may be increased by 10 percentage points. In the event that your APR is increased, the term of your loan will be increased, but your monthly payment amount will not change. If any of the Conditions occur as described above, your APR will change within 3 billing periods after the billing period in which the Condition occurred. You will be notified in your billing statement if a Condition has occurred and your APR has been increased. Example: If your original APR is 9.9%, the first time any of the Conditions occur your APR may be increased to an 12.9% APR and the second time any of the Conditions occur, your APR may be increased to a 19.9% APR.

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, F.S.B. (Capital One), the creditor in this transaction.

INTEREST CALCULATION METHOD. Interest is calculated by the Daily Simple Interest Method. To compute your daily interest, we take the beginning balance of your loan each day and subtract any payments or credits applied to your loan. This is your daily balance. We then multiply your daily balance by your daily periodic rate (your annual percentage rate divided by 365), which gives us your daily interest. Next we total your daily interest for each day of the month covered by your monthly billing statement to determine your total interest for the statement period.

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. \$20,000 minimum household income required.

Conditions of Offer: I am applying to 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 Personal Loan or if I have responded to previous offers from Capital One Bank, Capital One, F.S.B. or any other Capital One affiliate within the last 45 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.

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IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR OR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you apply for or open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you.

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 monthly 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 1-877-815-5768.

PAYMENT PROTECTION PLAN SUMMARY

The Payment Protection Plan offered by Capital One, F.S.B. is optional and is not required to obtain credit. The Payment Protection cost of just \$.79 cents per \$100 of your month ending principal balance will be included in your fixed monthly payment. Because your monthly payment is allocated first to the Payment Protection amount, the amount of your minimum monthly payment will be increased. You may cancel Payment Protection at any time during the life of your loan.

This Payment Protection Plan pays the minimum monthly payment you owe on the eligible balance if you become involuntarily unemployed (up to 12 months), are unable to work due to a temporary disability (up to 12 months) or if you take an employer-approved unpaid leave of absence (up to 3 months). It also pays the entire balance, up to the total remaining balance, on your loan in the event of death or permanent total disability of you (or the co-applicant).

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.

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† Alimony, child support, separate maintenance income, co-applicant's annual income or other income need not be revealed if you do not choose to have it considered as a basis for repaying this loan.

ABOUT CAPITAL ONE

With more than 46 million accounts and over \$87 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.

Special Capital One® Cardholders Offer!

First 3 months half-price

\$497* a month

1-877-778-1207

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

UNLIMITED INTERNET ACCESS



PLATINUM MASTERCARD ACCOUNT

JUL 06 - AUG 05, 2004

Page 1 of 1

Account Summary

Previous Balance	\$4.04
Payments, Credits and Adjustments	\$4.04
Transactions	\$4.04
Finance Charges	\$0.00
New Balance	\$4.04
Minimum Amount Due	\$4.04
Payment Due Date	September 04, 2004
Total Credit Line	\$700
Total Available Credit	\$695.96
Credit Line for Cash	\$700
Available Credit for Cash	\$695.96

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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

Payments, Credits and Adjustments

1	19 JUL	PAYMENT RECEIVED - THANK YOU	\$4.04
<u>Transactions</u>			
2	05 AUG	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
3	05 AUG	PAYMENT PROTECTION 1-888-527-6904	.04

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.03986% D	14.55%	\$0.00
CASH	\$0.00	.03986% D	14.55%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178051814509863 05 0004040004040004046

New Balance	\$4.04
Minimum Amount Due	\$4.04
Payment Due Date	September 04, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0518-1450-9863

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, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

004846

#5021929837875653# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

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CLEARFIELD, PA 16830

555-5550

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1-877-778-1207

Mention Offer Code: JADE

Or visit www.peoplepc.com/go/jade

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

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05R06 O 0100

1. **How To Avoid A Finance Charge.**

† a. **Grace Period.** You will have a minimum grace period of 26 days without finance charge on new purchases, new balance transfers, new 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. **Accrued 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 do not pay the "New Balance" for 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 will be added to the applicable beginning 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 \$0.50 minimum and the difference will be billed to the purchases account 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. **Final Balance.** Calculated by multiplying the daily balance of each segment of your account (for 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 daily periodic rates for each segment 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 for 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 you did not have a balance to carry forward), 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 the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate(s) for each segment of your account for 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 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 (Semi-Annual) Prime appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.
- c. These changes will be effective on the first day of your billing period covered by the periodic rate(s) ending in the next statement closing date. After June 1st, October 1st, or 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 1/2 of the fees listed below occurring on the first day of the month. 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 violating 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 to pay the membership fee to us to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and saying "I want to cancel my account" (excluding the membership fee prior to the end of the third 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 notify us of your account if you have any other 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 advances, fee amounts, and any fees assessed against your account. You are responsible for these amounts that 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, the account will be reopened, the amount of the transaction 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.

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

BILLING RIGHTS SUMMARY

† In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill or when the problem occurred. 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. We will determine the cause of the error and correct it as soon as possible. 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 right if the purchase price of the property or services was less 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

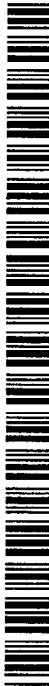
† Does not apply to business non-credit card accounts

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4846M

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. Payment may be held at another location or by any other form of mail if it is not received by the day we receive it. We will credit the day we receive it. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your check. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Important Notice: 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.



05M01 00100
2.....

1. How To Avoid A Finance Charge.

T a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balances from new 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" in time.

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 statement in time for it to be credited by your next statement closing date, you will be assessed a finance charge 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 in the previous month. Unpaid finance charges are added to the applicable segment of your Account.

T c. Finance Charge. If you do not pay your bill in full, 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.

T 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. A finance charge is calculated by multiplying the daily balance of each segment of your account (or 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 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 (new purchases, new other charges calculated on the previous day's balance for that segment) and 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 there was no balance due as of the credit limit), 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(s) for the end of the current 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 Z 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. If the code P (Prime), 1 (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to "Annual Percentage Rate", the periodic rate and corresponding ANNUAL PERCENTAGE RATE 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 covered by your periodic statement ending in the month of the change.

b. 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 below during any one billing cycle. Depending on the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date of the statement to request to us to avoid paying the fee or to have such fee credited to you. If you cancel your account, during this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "balance" in full (excluding the membership fee) prior to the end of the current billing 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 unauthorized billing, and cancel your account. You do not cancel preauthorized billing arrangements with your credit card 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 advances, and any other amounts due on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be charged a fee for the transaction. If 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 transaction.

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: 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 question first appeared. 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. We will determine your right to a refund or credit for 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.

T 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 problem occurred in the same 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.

T Does not apply to consumer non-credit card accounts

T Does not apply to business non-credit card accounts

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PLATINUM MASTERCARD ACCOUNT
5178-0518-1450-9863

SEP 06 - OCT 05, 2004
Page 1 of 2

Account Summary

Previous Balance	\$4.04
Payments, Credits and Adjustments	\$4.04
Transactions	\$4.04
Finance Charges	\$0.00
New Balance	\$4.04
Minimum Amount Due	\$4.04
Payment Due Date	November 05, 2004
Total Credit Line	\$700
Total Available Credit	\$695.96
Credit Line for Cash	\$700
Available Credit for Cash	\$695.96

At your service

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

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 85184	Richmond, VA 23285-5015
Richmond, VA 23285-5184	

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!

Payments, Credits and Adjustments

1	27 SEP	PAYMENT RECEIVED - THANK YOU	\$4.04
Transactions			
2	05 OCT	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
3	05 OCT	PAYMENT PROTECTION 1-888-527-6904	.04

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005. As long as this benefit is available for your account, you must call in each year in order to receive a Year-End Summary. You will be notified in your statement on how to opt in for your Year-End Summary.

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$0.00	.04123% D	15.05%
CASH		\$0.00	.04123% D	15.05%

ANNUAL PERCENTAGE RATE applied this period **0.00%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178051814509863 05 0004040004040004046

New Balance	\$4.04
Minimum Amount Due	\$4.04
Payment Due Date	November 05, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0518-1450-9863

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, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

005226

#9028029837875655# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

For Capital One® Cardholders

Finance FirstSM with auto loan rates as low as 3.75% APR



Apply today at www.my-loan-now.com
or call toll free 1-800-301-7302

Dear VICKI,

Page 2 of 2

Get a loan *before* you shop for a car. You can keep more cash and save time at the dealership.

Smart Capital One® cardholders just like you have financed first and reaped big savings on their car purchase. Now you can, too.

With rates as low as 3.75% APR,* it's easy to get a great deal on a new car. In fact, a low rate and rebate could save you more money than zero-percent financing:

Even 0% financing can't beat a low rate and rebate

Rate for 60-month loan	0% APR (no rebate)	4.49% APR [†] (with \$3,000 rebate)
Loan amount	\$20,000	\$17,000
Monthly payment	\$333.33	\$316.85
Payment total	\$20,000	\$19,011.24
Total savings	\$0	\$988.76

"Zero" deals often come with serious drawbacks—you might not get the exact vehicle or loan term you want, and you may be pressured into buying on the spot. What's more, these offers could make you forget about a crucial step—negotiating a low purchase price.

When you finance with us, you'll get a Blank Check® to seal the deal. It's your best negotiating tool when shopping for a car. With your loan already set, you can skip dealer financing altogether and focus on what's most important—choosing the car you want at a price you can afford.

Take control of car buying—apply today at www.my-loan-now.com or call toll free 1-800-301-7302.

Sincerely,

201277

Brian Reed
Senior Vice President, Capital One Auto Finance

P.S. Don't wait—lock in a great deal today. Just apply online or give us a call.

*†See reverse for details.

Apply now at www.my-loan-now.com or call 1-800-301-7302

Capital One | auto finance®



*Rate quoted as of 09/02/04 and is the lowest available for a new auto loan and is subject to change. Rates vary based on loan term, credit history, application method and mode of payment. Rates are .25 percentage points higher for phone applications.

†Sample savings only. 4.49% APR is the lowest available rate for a 60-month new auto loan for customers who apply online and choose the automated payment option. Actual savings vary based on loan amount, rate, term and available rebate programs. Capital One Auto Finance is not affiliated with any dealership and makes no representations or warranties regarding availability of rebate programs.

Business hours are Monday-Friday: 9 a.m. to 5:30 p.m., Saturday: 8 a.m. to noon Pacific time.

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5226M

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while rates are
remarkably low...

as low as 4.99%* APR.

Start saving by refinancing with Capital One Auto Finance. Take just a few moments to fill out our quick and easy online application and you'll receive a response within 15 minutes during business hours.¹ But don't wait—rates this low won't last forever.

Apply now at

CapitalOneAutoFinance.com/RefiSave

CapitalOne | auto finance[®]



Account Summary

Previous Balance	\$4.04
Payments, Credits and Adjustments	\$4.04
Transactions	\$4.04
Finance Charges	\$0.00
New Balance	\$4.04
Minimum Amount Due	\$4.04
Payment Due Date	December 04, 2004
Total Credit Line	\$700
Total Available Credit	\$695.96
Credit Line for Cash	\$700
Available Credit for Cash	\$695.96

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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

5178-0518-1450-9863

OCT 06 - NOV 05, 2004

Page 1 of 2

Payments, Credits and Adjustments

1	18 OCT	PAYMENT RECEIVED - THANK YOU	\$4.04
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Transactions

2	05 NOV	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
3	05 NOV	PAYMENT PROTECTION 1-888-527-6904	.04

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005. As long as this benefit is available for your account, you must call in each year in order to receive a Year-End Summary. You will be notified in your statement on how to opt in for your Year-End Summary.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04123% D	15.05%	\$0.00
CASH	\$0.00	.04123% D	15.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178051814509863 05 0004040004040004046

New Balance \$4.04
Minimum Amount Due \$4.04
Payment Due Date December 04, 2004
Total enclosed \$
Account Number: 5178-0518-1450-9863

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, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

005172

#9031129837875658# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

Refinance your car while rates are remarkably low ... as low as 4.99%* APR.

Apply now at
CapitalOneAutoFinance.com/RefiSave

*Rate quoted as of 10/01/04 and is the lowest available for a 12- to 36-month term. Rates are for individuals with excellent and substantial credit, who apply online and select the Automated Payment Option. Payments are monthly. The amount of savings will depend on your current loan situation. Therefore, please consider this when refinancing. This offer cannot be applied to existing Capital One Auto Finance/PeopleFirst.com funded loans. Capital One Auto Finance only refinances loans from other lenders.

¹Capital One Auto Finance business hours are Monday-Friday 7 a.m. to 5:30 p.m., Saturday 7 a.m. to noon (Pacific time).

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1. How To Avoid A Finance Charge.

[†]o. **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, during the grace period ending on the 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 in a grace period are assessed finance charges: 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 will 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 you have a balance on your account, a minimum periodic 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 purchases) by the corresponding daily periodic rate(s) that has been applied to that segment. You will end up with a daily balance 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 calculate 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. 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 and dividing by the total 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 that may appear on your statement. In addition, 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 balance from the beginning balance of each segment.) This gives us the daily balance for 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 (Banker Prime) appears on the front of this 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 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 this 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 covered by your periodic statement ending in the months January, April, July and October.

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, including 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. If you do not 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. If you do not cancel your account, we will cancel all preauthorized billing, 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 we receive a written request from you. If you cancel 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. We will not make a charge 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 transaction on your account after it has been closed, the charge 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 transaction.

8. **Notice About Electronic Check Conversion.** When you print 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 about your bill, you may write or call us on a separate sheet as soon as possible of 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 prevent you from writing 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 a dispute with the merchant over the problem, the merchant, you may have the right not to pay the 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 service, 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 after 3 p.m. ET (12 noon PT) may not be received until 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, 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.

CapitalOne® SmartRefi™

Refinancing isn't just for mortgages anymore.

What does SmartRefi mean for you?

- Customized refinancing solutions that could save you money
- A personalized plan with a knowledgeable consultant
- Quick, no-hassle service



Toll Free 1-877-324-REFI (7334)

**Refinance any or
all loans and start
saving today!**

- Braces, laser vision correction, or cosmetic surgery
- College tuition or other educational loans
- Your auto, motorcycle or boat loan
- A loan used to finance a vacation, wedding, or other personal expense
- A home improvement loan, home equity loan or mortgage
- And more!

VICKI F KOWALSKI,

saving is easy!

Call toll free
1-877-324-REFI (7334)

5172M

Introducing SmartRefi™
An innovative way to save money
by refinancing **ANY** loan!

Page 2 of 2

Dear VICKI F KOWALSKI,

Have you ever thought about refinancing outstanding loans other than your mortgage? Now you can with SmartRefi! Refinance any or all loans *and* be given options on how you could save money!

With Capital One® SmartRefi, the possibilities are limitless.

You might be surprised at the variety of loans you could save money on. With SmartRefi, you could refinance anything from a medical loan to a home improvement loan ... and more!

Whatever loans you have, we'll work with you to find the right solution for your unique financial situation ... so you can save money anywhere and everywhere you can!

How does SmartRefi work?

It's simple. Capital One uses an interactive tool called Savings Finder™ to sort through your savings options and customize a solution that could save you time and money. Call and speak with a knowledgeable consultant.

Remember, the sooner you contact us, the sooner you could start saving. So don't miss out on this fast, easy and smart way to save money. Call toll free 1-877-324-REFI (7334) today.

Sincerely,

Pat W. Johnston

Pat W. Johnston
Senior Vice President, Capital One

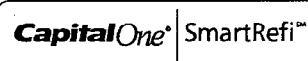
P.S. Call or go online today to start saving by refinancing any loan at a lower rate. See how SmartRefi can work for you — call toll free 1-877-324-REFI (7334).

Home Equity • Auto • Personal • Mortgage • Education • Medical

For Preferred Customers



CapitalOne® SmartRefi™



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Refinance your car while rates are as low as 4.99%* APR.

Start saving by refinancing with Capital One Auto Finance. Take just a few moments to fill out our quick and easy online application and you'll receive a response within 15 minutes during business hours.¹ But don't wait—rates this low won't last forever.

Apply now at

CapitalOneAutoFinance.com/RefiSave

CapitalOne auto finance[®]



Account Summary

Previous Balance	\$4.04
Payments, Credits and Adjustments	\$4.04
Transactions	\$706.12
Finance Charges	\$0.00
 New Balance	 \$706.12
Minimum Amount Due	\$21.00
Payment Due Date	January 05, 2005
Total Credit Line	\$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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

PLATINUM MASTERCARD ACCOUNT

5178-0525-0080-1242

NOV 06 - DEC 05, 2004

Page 1 of 2

Payments, Credits and Adjustments

1	30 NOV	PAYMENT RECEIVED - THANK YOU	\$4.04-
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Transactions

2	24 NOV	BALANCE TRANSFER BANK ONE	\$503.89
3	26 NOV	BALANCE TRANSFER CITIBANK	150.00
4	29 NOV	BALANCE TRANSFER BANK ONE	42.00
5	05 DEC	CAPITAL ONE MONTHLY MEMBER FEE	4.00
6	05 DEC	PAYMENT PROTECTION 1-888-527-6904	6.23

As a valued Capital One customer we want you to know that your account number has changed. After you activate your new card, you will need to give your new account number to those merchants with whom you have set up automatic billing. This will ensure that the payments you have arranged will continue to be billed directly to your Capital One card, saving you time and money on postage. Once again, thank you for choosing Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04192% D	15.30%	\$0.00
CASH	\$0.00	.04192% D	15.30%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0706120004040021000

New Balance \$706.12
Minimum Amount Due \$21.00
Payment Due Date January 05, 2005
Total enclosed \$
Account Number: 5178-0525-0080-1242

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

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

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

00597

#9034039382627361# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

Refinance your car while rates are remarkably low ... 4.99%* APR.

Apply now at
CapitalOneAutoFinance.com/RefiSave

*Rate quoted as of 11/02/04 and is the lowest available for a 30- to 36-month term. Rates are for individuals with excellent and substantial credit who apply online and select the Automated Payment Option. Payments are monthly. The amount of savings will depend on your current loan situation. Therefore, please consider this when refinancing. This offer cannot be applied to existing Capital One Auto Finance/PeopleFirst.com funded loans. Capital One Auto Finance only refinances loans from other lenders.

[†]Capital One Auto Finance business hours are Monday-Friday 7 a.m. to 5:30 p.m., Saturday 7 a.m. to noon (Pacific time).

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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, before the end of the billing period or by the date of the 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. **Avguring Finance Charge.** Transactions which are not paid in a grace period will be assessed finance charges: 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 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 you do not pay your balance in full, a minimum FINANCE CHARGE of \$0.50 will be assessed. If the total finance charge resulting from the application of your periodic rates 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 purchases) by the corresponding daily periodic rate(s) that has been applied to that segment. You will be charged interest 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. We then add up the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances for each segment and then dividing 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 "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 daily the amount charged into your account by finance sub-servicer(s). 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 the 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 covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Minimum) (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of this 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 covered by your periodic statement ending in the months January, April, July and October.

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. You waive your 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 contact us to cancel your account and to have the membership fee removed. 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. Once your account is closed, we will cancel all your credit cards and account access checks, cancel all unauthorized billing, and cease using your account. If you do not cancel unauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until we pay off all of your outstanding balance, any transaction 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 provision in the law that would require us to decline 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 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 about a transaction, call us or write 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 statement or account transaction, 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.

t. [†] 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 a dispute with the merchant, you can file a problem with the merchant. You may have the right not to pay the amount due on the property or service. 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 service, 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 check 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 will not be credited to your account 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.

... **Simply call 1-800-424-3939**
before this offer expires!

Invitation Number: 8538-018963331-05-1

YOUR CAPITAL ONE® PERSONAL LOAN . . .

- ...⇒ \$7,031 to use any way you choose
- ...⇒ **FREE** Automated Monthly Payment Option
- ...⇒ **Low, fixed** monthly payment

CapitalOne | personal loans™

Page 2 of 2

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

...⇒ **\$7,031** *

To use for anything
you choose

...⇒ **FREE**

Automated Monthly
Payment Option

...⇒ **NO**

Application Fee

...⇒ **NO**

Prepayment Penalty

...⇒ **NO**

Collateral Required

Dear VICKI F KOWALSKI,

Because you are a Capital One® cardholder in good standing, we are pleased to offer you a \$7,031 Personal Loan.

Many financial advisors will tell you that consolidating your monthly debt into a low, fixed monthly payment is one of the best ways to save money. With a Capital One Personal Loan, it's easy to do just that. You'll receive a low, **FIXED APR** from 9.99%, a set term of 24 months, and a monthly payment of \$324.41⁴ that's guaranteed to stay the same for the life of the loan. You deserve this peace of mind.

To apply for a Capital One Personal Loan, or to speak to one of our dedicated Loan Representatives, call us toll free at 1-800-424-3939. Upon approval, we'll send you a check for \$7,031 to use for whatever you need! This special offer for valued customers is only available until 1/28/05. So reply today!

LOAN AMOUNT	MONTHLY PAYMENT ⁴
\$7,031	\$324.41

Offer Expires: 1/28/2005

⁴If we are unable to approve you for this Capital One Personal Loan, we will automatically consider you for a loan with a 16.99% or 17.99% APR. See reverse for loan amount and monthly payment information.

*Make payments on time to keep your account in good standing.



Apply for your
Personal Loan today at
1-800-424-3939 and
don't forget to ask about
Payment Protection
for your loan.

(See reverse for details.)

**Protect Your Personal Loan Account
with Payment Protection**

Convenient and affordable, Payment Protection pays the minimum monthly payment you owe on your eligible balance if you lose your job or become temporarily disabled. And, in the event of death or permanent disability, Payment Protection will pay off the total remaining balance on your loan.

FEDERAL DISCLOSURE STATEMENT

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 will not be entitled to a refund of any fee-related finance charges.

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.

APR AND CORRESPONDING MONTHLY PAYMENT

APR	Monthly Payment without Payment Protection	Monthly Payment with Payment Protection
9.99%	\$324.41	\$356.03
16.99%	\$347.59	\$380.46
17.99%	\$350.98	\$384.02

^ΔWe will automatically consider you for the alternate loan terms as disclosed in this offer. Please see the chart above for monthly payment information.

***Your Annual Percentage Rate (APR) is subject to increase if any of the following conditions ("Conditions") occur: (1) you fail to make a payment to us when due or (2) your payment is returned to us for any reason. The first time any of the Conditions occur, your original APR may be increased by 10 percentage points. In the event that your APR is increased, the term of your loan will be increased, but your monthly payment amount will not change. If any of the Conditions occur as described above, your APR will change within 3 billing periods after the billing period in which the Condition occurred. You will be notified in your billing statement if a Condition has occurred and your APR has been increased. Example: If your original APR is 9.99%, the first time any of the Conditions occur your APR may be increased to a 19.99% APR.**

LOAN AGREEMENT

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

INTEREST CALCULATION METHOD. Interest is calculated by the Daily Simple Interest Method. To compute your daily interest, we take the beginning balance of your loan each day and subtract any payments or credits applied to your loan. This is your daily balance. We then multiply your daily balance by your daily periodic rate (your annual percentage rate divided by 365), which gives us your daily interest. Next we total your daily interest for each day of the month covered by your monthly billing statement to determine your total interest for the statement period.

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. \$20,000 minimum household income required.

Conditions of Offer: I am applying to 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 Personal Loan or if I have responded to a previous offer from Capital One Bank, Capital One, F.S.B. or any other

Capital One affiliate within the last 45 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.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR OR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you apply for or open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you.

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 monthly 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 1-877-815-5768.

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.

PAYMENT PROTECTION PLAN SUMMARY

The Payment Protection Plan offered by Capital One, F.S.B. is optional and is not required to obtain credit. The Payment Protection cost of just \$.79 cents per \$100 of your month ending principal balance will be included in your fixed monthly payment. Because your monthly payment is allocated first to the Payment Protection amount, the amount of your minimum monthly payment will be increased. You may cancel Payment Protection at any time during the life of your loan. This Payment Protection Plan pays the minimum monthly payment you owe on the eligible balance if you become involuntarily unemployed (up to 12 months), are unable to work due to a temporary disability (up to 12 months) or if you take an employer-approved unpaid leave of absence (up to 3 months). It also pays the entire balance, up to the total remaining balance, on your loan in the event of death or permanent total disability of you (or the co-applicant).

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.

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A B O U T C A P I T A L O N E

With more than 46 million accounts and over \$88 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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Blank Check® Auto Loans

**Drive away as soon as tomorrow
with new car rates as low as 3.79% APR.***

Or easily refinance an existing auto loan with APRs from 5.15%.

Easy Online Application

15-minute Response
During Business Hours

Blank Check® Buying Power

Apply now at www.capitaloneautofinance.com/savetoday

*See reverse for important information.



PLATINUM MASTERCARD ACCOUNT

DEC 06, 2004 - JAN 05, 2005

5178-0525-0080-1242

Page 1 of 2

Account Summary

Previous Balance	\$706.12
Payments, Credits and Adjustments	\$21.00
Transactions	\$10.13
Finance Charges	\$9.20
 New Balance	 \$704.45
Minimum Amount Due	\$21.00
Payment Due Date	February 05, 2005
 Total Credit Line	 \$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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.

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Payments, Credits and Adjustments

1	16 DEC	PAYMENT RECEIVED - THANK YOU	\$21.00
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Transactions

2	05 JAN	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
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3 05 JAN PAYMENT PROTECTION 1-888-527-6904

6.13

Finance Charges

Please see reverse side for important information			
	Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES	\$696.49	.04260% D	15.55%
CASH	\$0.00	.04260% D	15.55%

ANNUAL PERCENTAGE RATE applied this period

15.55%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0704450021000021006

New Balance	\$704.45
Minimum Amount Due	\$21.00
Payment Due Date	February 05, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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		

#9000639382627368# MAIL ID NUMBER

VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

005491

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

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



Secure a Blank Check® auto loan today and save!

Take care of the financing *before* you shop with a Blank Check®—your best negotiating tool when shopping for a car. With a Blank Check® in hand, you can purchase a car or easily refinance an existing auto loan. Apply today to receive a Blank Check® and start saving as soon as tomorrow!



New Used Refinance Person-to-Person Lease Buyout

Lock in your low rate now at www.capitaloneautofinance.com/savetoday

Important Information

*Rates quoted as of 12/01/04 and are subject to change. Rates vary based on loan term, credit history, application method and mode of payment. Rates are .25 percentage points higher for phone applications. Vehicle loans provided by Capital One Auto Finance. Capital One Auto Finance only refinances loans from other lenders, not including Capital One subsidiaries. Capital One Auto Finance business hours are Monday - Friday: 7 a.m. to 5:30 p.m., and Saturday: 7 a.m. to noon Pacific time.

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 instructions for paying purchases below, and in the "How To Pay" credit card on your monthly 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 a finance charge if 1) from the date the transaction is made 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 paid the "New Balance" in full on the closing date of your monthly 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 on the unpaid balance of your periodic statement is less than \$0.50, we will subtract that amount from the \$0.50 minimum and will bill the difference 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. 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(s) for 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 account are not added to your 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 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 add any subtractions and any unpaid finance charges 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. The code T (Term) or J (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 Requoted 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.

5. **Renewing Your Account.** If a membership fee is assessed on 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 the "New Balance" in full, less the membership fee, by the end of the thirtieth 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 preauthorized charges you continue to make to 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 are assessed before or after you request to close the account or if they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after we 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 paying it. Your membership fee in your account and 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 ERRORS 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, and mail it to us in care of the address 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/or an explanation of why you believe there is an error; and 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 right only when the merchant fails to make the \$50.00 and the merchant fails to make 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: Payment 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 on the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please attach a copy of your check to this statement. When you attach 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.

Reply today for your Capital One® Personal Loan

Call 1-800-358-4648 for these great features:

201357

EXCLUSIVELY FOR
Capital One®
CARDHOLDERS

- ... \$10,031 Personal Loan to use anyway you choose
- ... Low, fixed monthly payments
- ... No prepayment fee
- ... No application fee

Invitation No.: 8540-158378643-07-2

Interested? Call us toll free at **1-800-358-4648** and refer to the Invitation Number above.

Capital One® personal loans™

Page 2 of 2

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

- ... \$10,031
for anything
you choose
- ... **FIXED APR***
from 6.99%
- ... **NO**
Application Fee
- ... **NO**
Prepayment Fee
- ... **FIXED**
Monthly Payments

Dear VICKI F KOWALSKI,

Your status as a valued Capital One cardholder makes you eligible for a Personal Loan of \$10,031 with a **FIXED APR** from 6.99%. This is a great opportunity to get the financing you need.

This loan can be used to pay for anything—tuition bills, major purchases, taxes, home improvement—but it's particularly helpful for consolidating your existing debt.

Consolidating your monthly debt into a loan with a low, fixed APR is one of the best ways to save money. You'll save in interest and simplify your finances!

Simply call 1-800-358-4648. Upon approval, we'll send you a check to use for whatever you need.

LOAN AMOUNT	MONTHLY PAYMENT
\$10,031	\$449.07

Offer Expires: 2/28/2005

* Make payments on time to keep your account in good standing. See reverse for additional information.

[†] If we are unable to approve you for this Capital One Personal Loan, we will automatically consider you for a loan with a 14.99% APR. See reverse for loan amount and monthly payment information.

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201357

... Simply call **1-800-358-4648**
before this offer expires!

Invitation Number: 8540-158378643-07-2

THIS CAPITAL ONE® PERSONAL LOAN . . .

- ... \$10,031 to use anyway you choose
- ... Low, fixed monthly payments
- ... **FREE** Automated Monthly Payment Option

IMPORTANT PRODUCT INFORMATION

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 fee. You will not be entitled to a refund of any fee-related finance charges.

LOAN AMOUNT WITH APR AND CORRESPONDING

MONTHLY PAYMENT

Loan Amount	APR	Monthly Payment
\$10,031	14.99%	\$486.32

¹We will automatically consider you for the alternate loan terms as disclosed in this offer. Please see the chart above for monthly payment information.

There is no application fee or annual fee associated with this offer. However, if you are approved for a loan with a 14.99% APR, a one-time, nonrefundable account opening fee of \$99 may be charged to your account. This fee will be paid out of your monthly payment within the first 3 billing periods of your account opening.

²Your Annual Percentage Rate (APR) is subject to increase if any of the following conditions ("Condition") occur: (1) you fail to make a payment to us when due or (2) your payment is returned to us for any reason. The first time any of the Conditions occur, your original APR may be increased by 10 percentage points. In the event that your APR is increased, the term of your loan will be increased, but your monthly payment amount will not change. If any of the Conditions occur as described above, your APR will change within 3 billing periods after the billing period in which the Condition occurred. You will be notified in your billing statement if a Condition has occurred and your APR has been increased. Example: If your original APR is 6.99%, the first time any of the Conditions occur your APR may be increased to a 16.99% APR.

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

INTEREST CALCULATION METHOD. Interest is calculated by the Daily Simple Interest Method. To compute your daily interest, we take the beginning balance of your loan each day and subtract any payments or credits applied to your loan. This is your daily balance. We then multiply your daily balance by your daily periodic rate (your annual percentage rate divided by 365), which gives us your daily interest. Next we total your daily interest for each day of the month covered by your monthly billing statement to determine your total interest for the statement period.

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. \$20,000 minimum household income required.

Conditions of Offer: I am applying to 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 Personal Loan or if I have responded to a previous offer from Capital One Banks, Capital One, F.S.B. or any other Capital One affiliate within the last 45 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.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR OR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you apply for or open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you.

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 monthly 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 1-877-815-5768.

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ABOUT CAPITAL ONE

With more than 47 million accounts and over \$91 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.



Blank Check® Auto Loans

**Drive away as soon as tomorrow
with new car rates as low as 3.95% APR*.**

Or easily refinance an existing auto loan with APRs from 5.29%.

Easy Online Application

15-Minute Response
During Business Hours

Blank Check® Buying Power

Apply now at www.capitaloneautofinance.com/savetoday

*See reverse for Important Information.



PLATINUM MASTERCARD ACCOUNT
5178-0525-0080-1242

JAN 06 - FEB 05, 2005

Page 1 of 2

Account Summary

Previous Balance	\$704.45
Payments, Credits and Adjustments	\$21.00
Transactions	\$10.12
Finance Charges	\$9.18
 New Balance	 \$702.75
Minimum Amount Due	\$21.00
Payment Due Date	March 05, 2005
 Total Credit Line	 \$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

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

Payments, Credits and Adjustments

1	17 JAN	PAYMENT RECEIVED - THANK YOU	\$21.00
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Transactions

2	05 FEB	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
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3	05 FEB	PAYMENT PROTECTION 1-888-527-6904	6.12
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33871M

Finance Charges		Please see reverse side for important information		
		Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES		\$695.49	.04269% D	15.55%
CASH		\$0.00	.04269% D	15.55%
				\$9.18
				\$0.00

ANNUAL PERCENTAGE RATE applied this period

15.55%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 070275002100021001

New Balance	\$702.75
Minimum Amount Due	\$21.00
Payment Due Date	March 05, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

03371



#9003739382627363# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

03371 

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Take care of the financing before you shop, with a Blank Check® – your best negotiating tool when shopping for a car. With a Blank Check® in hand, you can purchase a car or easily refinance an existing auto loan. Apply today to receive a Blank Check® and start saving as soon as tomorrow!

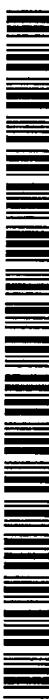


New | Used | Refinance | Person-to-Person | Lease Buyout

Lock in your low rate now at www.capitaloneautofinance.com/savetoday

Important Information:

*Rates quoted as of 12/31/04 and are subject to change. Rates very based on loan term, credit history, application method and mode of payment. Rates are .25 percentage points higher for phone applications. Vehicle loans provided by Capital One Auto Finance. Capital One Auto Finance only refinances loans from other lenders, not including Capital One subsidiaries. Capital One Auto Finance business hours are Monday – Friday: 5 a.m. to 5:30 p.m., and Saturday: 7 a.m. to noon Pacific time.



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3367M
2-456-B....

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, and in time for it to be credited by your next statement closing date. There is no grace period for cash advances and special transfers. 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) if the periodic transaction of 2) from the date the transaction is processed to the 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 paid the entire New Balance on or before the statement closing date, if the next statement closing date 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 is less than 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 your 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, we add up the beginning balances for each segments and add any new purchases 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" in full, we will not calculate a balance 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 the average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge 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 beginning balance of each segment.) This gives us the daily balance of each segment. Then we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. **Annual Percentage Rates (APR).**

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo LIBOR), C (Certificate of Deposit), or S (Bank Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal* during the month preceding the statement closing date. 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 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 each month.

- d. **Annual Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than one 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. **If You Close 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 in writing, using Customer Service 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 check, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed on your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the membership fee 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 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 investigating errors that appears on this statement. We will respond to you within 60 days after we receive 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 the date it occurred. If possible, write what you believe 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 of the purchase if you can show that we violated this protection or 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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201357

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CapitalOne
CARDHOLDERS

- ... \$10,031 Personal Loan to use anyway you choose
- ... Low, fixed monthly payments
- ... No prepayment fee
- ... No application fee

Invitation No.: 8819-251562976-05-1

Interested? Call us toll free at **1-800-881-9742** and refer to the Invitation Number above.

CapitalOne personal loans™

Page 2 of 2

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

Dear VICKI F KOWALSKI,

- ... **\$10,031**
for anything
you choose
- ... **FIXED APR***
from 6.99%
- ... **NO**
Application Fee
- ... **NO**
Prepayment Fee
- ... **FIXED**
Monthly Payments

Your status as a valued Capital One cardholder makes you eligible for a Personal Loan of \$10,031 with a FIXED APR from 6.99%. This is a great opportunity to get the financing you need.

This loan can be used to pay for anything—tuition bills, major purchases, taxes, home improvement—but it's particularly helpful for consolidating your existing debt.

Consolidating your monthly debt into a loan with a low, fixed APR is one of the best ways to save money. You'll save in interest and simplify your finances!

Simply call 1-800-881-9742. Upon approval, we'll send you a check to use for whatever you need.

LOAN AMOUNT	MONTHLY PAYMENT
\$10,031	\$449.07

Offer Expires: 3/28/2005

* Make payments on time to keep your account in good standing. See reverse for additional information.

[†]If we are unable to approve you for this Capital One Personal Loan, we will automatically consider you for a loan with a 14.99% APR. See reverse for loan amount and monthly payment information.

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201357

... **Simply call 1-800-881-9742**
before this offer expires!

Invitation Number: 8819-251562976-05-1

THIS CAPITAL ONE® PERSONAL LOAN . . .

- ... \$10,031 to use any way you choose
- ... Low, fixed monthly payments
- ... FREE Automated Monthly Payment Option

IMPORTANT PRODUCT INFORMATION

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 fee. You will not be entitled to a refund of any fee-related finance charges.

LOAN AMOUNT WITH APR AND CORRESPONDING MONTHLY PAYMENT

Loan Amount	APR	Monthly Payment
\$10,031	14.99%	\$486.32

^aWe will automatically consider you for the alternate loan terms as disclosed in this offer. Please see the chart above for monthly payment information.

There is no application fee or annual fee associated with this offer. However, if you are approved for a loan with a 14.99% APR, a one-time, nonrefundable account opening fee of \$99 may be charged to your account. This fee will be paid out of your monthly payment within the first 3 billing periods of your account opening.

^aYour Annual Percentage Rate (APR) is subject to increase if any of the following conditions ("Conditions") occur: (1) you fail to make a payment to us when due or (2) your payment is returned to us for any reason. The first time any of the Conditions occur, your original APR may be increased by 10 percentage points. In the event that your APR is increased, the term of your loan will be increased, but your monthly payment amount will not change. If any of the Conditions occur as described above, your APR will change within 3 billing periods after the billing period in which the Condition occurred. You will be notified in your billing statement if a Condition has occurred and your APR has been increased. Example: If your original APR is 6.99%, the first time any of the Conditions occur your APR may be increased to a 16.99% APR.

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

INTEREST CALCULATION METHOD. Interest is calculated by the Daily Simple Interest Method. To compute your daily interest, we take the beginning balance of your loan each day and subtract any payments or credits applied to your loan. This is your daily balance. We then multiply your daily balance by your daily periodic rate (your annual percentage rate divided by 365), which gives us your daily interest. Next we total your daily interest for each day of the month covered by your monthly billing statement to determine your total interest for the statement period.

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. \$20,000 minimum household income required.

Conditions of Offer: I am applying to 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 Personal Loan or if I have responded to a previous offer from Capital One Bank, Capital One, F.S.B. or any other Capital One affiliate within the last 45 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.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR OR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you apply for or open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you.

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 monthly 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.

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ABOUT CAPITAL ONE

With more than 47 million accounts and over \$91 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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During Business Hours

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*See reverse for Important Information.



PLATINUM MASTERCARD ACCOUNT

5178-0525-0080-1242

FEB 06 - MAR 05, 2005

Page 1 of 1

Account Summary

Previous Balance	\$702.75
Payments, Credits and Adjustments	\$21.00
Transactions	\$10.10
Finance Charges	\$8.45
 New Balance	 \$700.30
Minimum Amount Due	\$21.00
Payment Due Date	April 05, 2005
 Total Credit Line	 \$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

1	21 FEB	PAYMENT RECEIVED - THANK YOU	\$21.00-
Transactions			
2	05 MAR	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
3	05 MAR	PAYMENT PROTECTION 1-888-527-6904	6.10

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.

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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.

5356W

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$697.23	.04329% D	15.80%	\$8.45
CASH	\$0.00	.04329% D	15.80%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

15.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0700300021000021007

New Balance	\$700.30
Minimum Amount Due	\$21.00
Payment Due Date	April 05, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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		

00535

#9006539582627364# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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New | Used | Refinance | Person-to-Person | Lease Buyout

Lock in your low rate now at www.capitaloneautofinance.com/savetoday

Important Information:

*Rates quoted as of 01/27/05 and are subject to change. Rates vary based on loan term, credit history, application method and mode of payment. Rates are .25 percentage points higher for phone applications. Vehicle loans provided by Capital One Auto Finance. Capital One Auto Finance only refinances loans from other lenders, not including Capital One subsidiaries. Capital One Auto Finance business hours are Monday – Friday: 5 a.m. to 5:30 p.m., and Saturday: 7 a.m. to noon Pacific time.

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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 payment terms. 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 do not pay the "New Balance" from the previous statement in full, a finance charge will 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 transaction on your account 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 applied 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 for each segment (e.g. cash advances, purchases, special transfers and special recharge) 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 daily balance for each segment 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 for the previous day for each 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 purchases, special transfers and special recharge 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 periodic rate for the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

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

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions or credits to each segment, and subtract any payments or credits from the current balance of each segment. (This is the same as 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 month of the change.

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.

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 account, we may assess a late fee if you fail to pay or 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 to pay the membership fee or to cancel your account. If you fail to pay the fee or to have such fee charged to your account, you may 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 if applicable) within the next 30-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 you as having your authorization to renew 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 advances and any other fees assessed against your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will receive a new statement. If we charge 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 transaction.

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

(U.S. Office of Consumer Protection, About Your Bill) If you think your bill is wrong, or 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 in which the error or problem appeared. You can call our Customer Relations Department, but we cannot 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 transaction or bill you are disputing. 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 require you to disburse 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 \$500, or when the purchase was made in the same 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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050800100
5355W
234-07

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, 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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with new car rates as low as 4.15% APR*.**

Or easily refinance an existing auto loan with APRs from 5.55%.

Easy Online Application

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During Business Hours

Blank Check* Buying Power

Apply now at www.capitaloneautofinance.com/savetoday

*See reverse for important information.



PLATINUM MASTERCARD ACCOUNT

5178-0525-0080-1242

MAR 06 - APR 05, 2005

Page 1 of 1

Account Summary

Previous Balance	\$700.30
Payments, Credits and Adjustments	\$21.00
Transactions	\$10.08
Finance Charges	\$9.46
 New Balance	 \$698.84
Minimum Amount Due	\$20.00
Payment Due Date	May 05, 2005
 Total Credit Line	 \$700
Total Available Credit	\$1.16
Credit Line for Cash	\$700
Available Credit for Cash	\$1.16

Payments, Credits and Adjustments

1	21 MAR	PAYMENT RECEIVED - THANK YOU	\$21.00
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Transactions

2	05 APR	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
3	05 APR	PAYMENT PROTECTION 1-888-527-6904	6.08

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.

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

5130M

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$694.19	.04397% D	16.05%	\$9.46
CASH	\$0.00	.04397% D	16.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

16.05%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0698840021000020007

New Balance	\$698.84
Minimum Amount Due	\$20.00
Payment Due Date	May 05, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217
[Barcode]

005136

#9009639582627369# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751
[Barcode]

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

Secure a Blank Check® auto loan today and save!

Take care of the financing before you shop, with a Blank Check® – your best negotiating tool when shopping for a car. With a Blank Check® in hand, you can purchase a car or easily refinance an existing auto loan. Apply today to receive a Blank Check® and start saving as soon as tomorrow!



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Important Information:

*Rates quoted as of 02/26/05 and are subject to change. Rates vary based on loan term, credit history, application method and mode of payment. Rates are .25 percentage points higher for phone applications. Vehicle loans provided by Capital One Auto Finance. Capital One Auto Finance only refinances loans from other lenders, not including Capital One subsidiaries. Capital One Auto Finance business hours are Monday – Friday: 5 a.m. to 5:30 p.m., and Saturday: 7 a.m. to noon Pacific time.

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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 terms of your periodic statement below, in time for it to be recorded 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 paid in full in a grace period are assessed finance charges: 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 if you do not pay the total "New Balance" 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 you do not pay the total "New Balance", a minimum total FINANCE CHARGE of \$0.50 will be assessed. If the total finance charge resulting from the application of your periodic rate is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Interest 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 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 daily balance for each segment to arrive at your 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. 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 and dividing the total by the number of days in 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 you may be charged.

b. If the code Z or M 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 credits and add any new transactions to 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), G (1-mo. LIBOR) or B (3-mo. LIBOR) appears on the front of this 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 as soon as possible.

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 fee without prior notification to you. We will waive 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 contact us at your earliest convenience to advise us on a separate sheet as soon as possible at the address or 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, your 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 will still obligation 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.

6. 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 merchant who has provided us with a charge that is liable 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 print a check as payment, we authorize you 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 about a transaction, write to us on a separate sheet as soon as possible at the address or 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, your 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 will still obligation 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 a dispute with the merchant concerning the problem, the merchant, you may have the right not to pay the amount due on the purchase 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 the purchase to 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 envelope, no later than the 10th day of the month, or in the 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 after the 10th day of the month or in the processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Please do not use staples, paper clips, etc. when preparing your payment. When you send a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.



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*See reverse for Important Information.



PLATINUM MASTERCARD ACCOUNT

APR 06 - MAY 05, 2005

Page 1 of 1

Account Summary

Previous Balance	\$698.84
Payments, Credits and Adjustments	\$20.00
Transactions	\$10.08
Finance Charges	\$9.09
New Balance	\$698.01
Minimum Amount Due	\$20.00
Payment Due Date	June 04, 2005
Total Credit Line	\$700
Total Available Credit	\$1.99
Credit Line for Cash	\$700
Available Credit for Cash	\$1.99

Payments, Credits and Adjustments

1	15 APR	PAYMENT RECEIVED - THANK YOU	\$20.00
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Transactions

2	05 MAY	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
3	05 MAY	PAYMENT PROTECTION 1-888-527-6904	6.08

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

584615

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$689.38	.04397% D	16.05%	\$9.09
CASH	\$0.00	.04397% D	16.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

16.05%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 069801002000020008

New Balance	\$698.01
Minimum Amount Due	\$20.00
Payment Due Date	June 04, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

058451

#9012639382627364# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

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

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Take care of the financing *before* you shop, with a Blank Check® – your best negotiating tool when shopping for a car. With a Blank Check® in hand, you can purchase a car or easily refinance an existing auto loan. Apply today to receive a Blank Check® and start saving as soon as tomorrow!



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Lock in your low rate now at www.capitaloneautofinance.com/savetoday

Important Information:

*Rates quoted as of 04/07/05 and are subject to change. Rates vary based on loan term, credit history, application method and mode of payment. Rates are .25 percentage points higher for phone applications. Vehicle loans provided by Capital One Auto Finance. Capital One Auto Finance only refinances loans from other lenders, not including Capital One subsidiaries. Capital One Auto Finance business hours are Monday – Friday: 5 a.m. to 5:30 p.m., and Saturday: 7 a.m. to noon Pacific time.

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

2. **Average Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed 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 previous balance and to the new purchases paid in full. This means that you may still owe finance charges even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

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

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

5. **Average Daily Balance.** 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 account segment to the daily balance of each account 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 of each segment and add any new purchases and any periodic finance charges 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 on a credit account), new transactions will, when posted, be added to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. To be rounding on a daily basis, we may add or subtract a slight variance between this calculation and the amount of finance charge actually assessed.

6. **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 posted each day. Then we add up the daily balance of each segment 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 for 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 for each segment.

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

8. **Notice About Electronic Check Conversion.** When you use 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 will 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 in your bill, write us on a separate sheet as soon as possible, with 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 account number, the date of the error and if possible, 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 an 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 on your account or to seek arbitration or protection only if the purchase price was more than \$50.00 and the purchase was made in your home state 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 peak delivery. Please do not mail any other checks or bills to us, as we will not credit them to your account until the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paperclips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer of funds 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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UNLIMITED INTERNET ACCESS

PLATINUM MASTERCARD ACCOUNT
5178-0525-0080-1242

JUN 06 - JUL 05, 2005
Page 1 of 1

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

5249M


Account Summary

Previous Balance	\$712.88
Payments, Credits and Adjustments	\$21.00
Transactions	\$10.19
Finance Charges	\$9.60
 New Balance	 \$711.67
Minimum Amount Due	\$21.00
Payment Due Date	August 05, 2005
Total Credit Line	\$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

 Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$716.24	0.04466% D	16.39%	\$9.60
CASH	\$0.00	0.04466% D	16.39%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

16.30%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0711670021000021000

New Balance	\$711.67
Minimum Amount Due	\$21.00
Payment Due Date	August 05, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

005249

 #9018739582627366# MAIL ID NUMBER
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1202 DAISY ST A
CLEARFIELD PA 16830-2751

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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, before the last day of the billing period or the grace 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 paid in full by the grace period will accrue a 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. Finance charges will be applied to your account 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 FINANCIAL CHARGE of \$0.50 will be applied. 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 determined by us. At the end of each day during the billing period, we apply the periodic rate(s) to 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. We then get the average 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 for 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. We then add up the results of 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 F 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 add up any unpaid charges from the previous statement of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR). The code "APR" or "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. In addition, the ANNUAL PERCENTAGE RATES 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 this statement next to the periodic rate(s), the ANNUAL PERCENTAGE 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. Annual Percentage 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 contact us to your account to request to pay the membership fee. To cancel your account, you may 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. If you cancel your account, we will close your account and account access checks, cancel all pre-authorized billing, and cease using your account. If you do not cancel pre-authorized 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 transaction fees, returned payment fees, late fees, 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 margin previously disclosed to you, 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 transaction.

8. Notice About Electronic Check Conversion. When you process 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, write to us on a separate sheet of paper, or use the address on the 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 the following information: your name and account number, the dollar amount in question, the date of the bill, the name of the merchant 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 a dispute with the merchant about the problem, the merchant, if you may have the right not to pay the amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

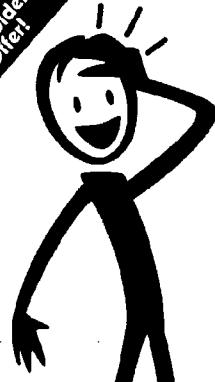
1 Does not apply to business non-credit card accounts

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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 in any other format or on any other form may not be credited to your account 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, 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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a month;
\$9.95/mo. thereafter

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003
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- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

UNLIMITED INTERNET ACCESS



PLATINUM MASTERCARD ACCOUNT

JUL 06 - AUG 05, 2005

Page 1 of 1

Account Summary

Previous Balance	\$711.67
Payments, Credits and Adjustments	\$21.00
Transactions	\$10.18
Finance Charges	\$9.94
 New Balance	 \$710.79
Minimum Amount Due	\$21.00
Payment Due Date	September 05, 2005
 Total Credit Line	 \$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

5232M

Payments, Credits and Adjustments

1	23 JUL	PAYMENT RECEIVED - THANK YOU	\$21.00
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Transactions

2	05 AUG	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
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3	05 AUG	PAYMENT PROTECTION 1-888-527-6904	6.18
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Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$707.14	.04534% D	16.55%	\$9.94
CASH	\$0.00	.04534% D	16.55%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

16.55%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0710790021000021007

New Balance	\$710.79
Minimum Amount Due	\$21.00
Payment Due Date	September 05, 2005
Total enclosed	\$
Account Number:	5178-0525-0080-1242

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, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

005232

#9021839382627369# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

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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 full, for the period credited by the next statement closing date. There is no grace period for new advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Averaging Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) on the daily balance of each segment of your account if the transaction is processed to your account or 2) 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 incur finance charges even if you make an entire "New Balance" payment on or before the statement date or 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 FINANCIAL CHARGE, a minimum FINANCIAL CHARGE of \$0.50 will be assessed. If the total finance charge resulting from the application of our 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. **Annual Percentage 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 will add up the daily balance 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 will add the beginning balance for each segment and add any new transaction 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. Then we add up the daily balance for the New Balance shown on your previous statement (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 billing period. 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 balance that is 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. **Annual Percentage Rate.** "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 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 covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), L (3-mo. LIBOR) or G (3-mo.

LIBOR) appears on the front of this statement, 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. **Adjusting Your Rate.** Your account will be assessed a 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. If you 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 may close your account, credit card 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 transaction fees, finance charges, 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 you to the extent permitted by law, even if 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 purchase an item with a check as payment, you authorize us 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 about a transaction, you will be entitled to receive a statement showing the transaction and the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the error, the date of the transaction, the name of the merchant, 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 sue 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 a complaint with the company providing the property or services, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

Important Reminder:

your account balance exceeded your credit limit.

Capital One®
what's in your wallet?™

You have been charged an
overlimit fee of \$29.00 on
09/05/2005.

To avoid additional fees, please pay the "minimum
amount due" as shown on your statement.

If you have online access, log on to your account and pay
now at www.capitalone.com. Or, you may mail your
payment with the remittance coupon at the bottom of this
statement. If you have any questions regarding your
account, please call us at 1-800-955-7070.

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001-0104



PLATINUM MASTERCARD ACCOUNT

AUG 06 - SEP 05, 2005

S178-0525-0080-1242

Page 1 of 1

Account Summary

Previous Balance	\$710.79
Payments, Credits and Adjustments	\$0.00
Transactions	\$68.62
Finance Charges	\$10.23
 New Balance	 \$789.64
Minimum Amount Due	\$89.64
Payment Due Date	October 05, 2005
Total Credit Line	\$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

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	05 SEP	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
2	05 SEP	OVERLIMIT FEE	29.00
3	05 SEP	PAST DUE FEE	29.00
4	05 SEP	PAYMENT PROTECTION 1-888-527-6904	6.62

You were assessed a past due fee of \$29.00 on 09/05/2005 because your minimum payment was not received by the due date of 09/05/2005. 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	\$716.78	.04603% D	16.80%	\$10.23
CASH	\$0.00	.04603% D	16.80%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

16.80%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0789640021000089642

New Balance \$789.64
Minimum Amount Due \$89.64
Payment Due Date October 05, 2005
Total enclosed \$
Account Number: 5178-0525-0080-1242

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		

#90249393B2627364# MAIL ID NUMBER

VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751



Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

053421

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

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539215
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1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days for purchases, new balances, 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. **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 date you did not pay the New Balance during 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 pay the balance in full. These finance charges are added to the applicable segment of your Account.

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

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

2. Average Daily Balance (Includes New Purchases).

† e. **Finance Charge.** We calculate the average 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 day, 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. However, if you paid the balance of each segment of your account, we take the beginning daily balance of each segment, add up the net transfers 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 balance of each segment of your account 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 the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate times 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 transfers, new purchases, new special purchases, new other charges, new balances, 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".

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
b. If the code F (Annual), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Business 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 following the date of the 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.** You will not be assessed more than two of the fees listed here for each segment of your account. In accordance with 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, we will 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 inform us that you are canceling your account (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 inform us of any other arrangements you have with unauthorized 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 advances, late fees and any other fees associated with 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, and the account is 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 provide the payment of a check to your bank when we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

In Case Of Errors Or Questions About Your Bill
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill or when the error or problem occurred. 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. Please also provide information about the nature 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 right only when the purchase was made within \$50.00 and the merchant 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. Payment by mail to us is the only method of payment that may result in a credit 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.

Important Reminder:

your account balance exceeded your credit limit.

CapitalOne
what's in your wallet?™

You have been charged an
overlimit fee of \$29.00 on
09/06/2005.

To avoid additional fees, please pay the "minimum
amount due" as shown on your statement.

If you have online access, log on to your account and pay
now at www.capitalone.com. Or, you may mail your
payment with the remittance coupon at the bottom of this
statement. If you have any questions regarding your
account, please call us at 1-800-955-7070.

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001-0104



PLATINUM MASTERCARD ACCOUNT

SEP 06 - OCT 05, 2005

5178-0525-0080-1242

Page 1 of 1

Account Summary

Previous Balance	\$789.64
Payments, Credits and Adjustments	\$0.00
Transactions	\$69.32
Finance Charges	\$11.55
New Balance	\$870.51
Minimum Amount Due	\$170.51
Payment Due Date	November 05, 2005
Total Credit Line	\$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One
Capital One, F.S.B. Capital One
P.O. Box 790217 P.O. Box 30285
St. Louis, MO 63179-0217 SLC, UT 84130-0285

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!

Payments, Credits and Adjustments

Transactions

1	06 SEP	OVERTIME FEE	\$29.00
2	05 OCT	CAPITAL ONE MONTHLY MEMBER FEE	4.00
3	05 OCT	PAST DUE FEE	29.00
4	05 OCT	PAYMENT PROTECTION 1-888-527-6904	7.32

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 \$29.00 on 10/05/2005 because your minimum payment was not
received by the due date of 10/05/2005. 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	\$824.34	.04671% D	17.05%	\$11.55
CASH	\$0.00	.04671% D	17.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

17.05%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0870510021000170512

New Balance	\$870.51
Minimum Amount Due	\$170.51
Payment Due Date	November 05, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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		

005235

#9027939382627361# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Please write your account number on your check or money order made payable to Capital One, F.S.B. 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 26 days without finance charge on new purchases, new balance transfers, new special purchases and new other credit cards. If you do not pay your balance in full in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date, there is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

b. Minimum 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, finance charges continue to accrue to your unpaid balance until the full amount 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, even if you do not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. Minimum Finance Charge. For each billing period that begins on or after January 1, 2003, a minimum daily 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. 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 purchases, special transfers, or special purchases) by the corresponding 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 purchases or credits posted as of the day that are allocated to that segment. This gives you the average 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 purchases segments are not added to the daily balances. We calculate the average daily balance by adding all daily balances together and dividing that 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 difference 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 charges from the daily 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 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 covered by your periodic statement ending in the months January, April, July and October.

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

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

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account during this period. You may continue to use your account while waiting 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 cancel all preauthorized billing, 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 may not be closed until 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 your account or at any time thereafter up to the time we receive 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 minimum monthly service fee, that 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. Notes About Electronic Check Conversion. When you provide us 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 or a correction, we will respond on a separate sheet as soon as possible. If 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 right. In your letter, give us the following information: your name, 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 obliged 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.

t. 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 a good faith complaint that you made with the merchant, you may have the right to pay the itemizing 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 you own or operate a 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.

t Does not apply to consumer non-credit card accounts

t Does not apply to business non-credit card accounts

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- Spam Controls
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- More Email Addresses
- Internet Call Waiting

SPECIAL LIMITED-TIME OFFER FOR CAPITAL ONE® CARDHOLDERS!



PLATINUM MASTERCARD ACCOUNT

OCT 06 - NOV 05, 2005

Page 1 of 2

Account Summary

Previous Balance	\$870.51
Payments, Credits and Adjustments	\$0.00
Transactions	\$40.78
Finance Charges	\$19.36
 New Balance	 \$930.65
Minimum Amount Due	\$230.65
Payment Due Date	December 05, 2005
 Total Credit Line	 \$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

Payments, Credits and Adjustments

Transactions

1	05 NOV	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
2	05 NOV	PAST DUE FEE	29.00
3	05 NOV	PAYMENT PROTECTION 1-888-527-6904	7.78

**You are a valued Payment Protection customer and may be eligible for benefits to be paid to your account in cases of disability, unemployment, and death. If you have experienced one of these events, please call Consumer Membership Services at 1-888-527-6904 to see if your situation qualifies for a claim. Your account is 60 days past due and your coverage will be suspended if it reaches 90 days past due, as stated in your Payment Protection agreement.

Take control and pay your Capital One credit card bill online for free. Eliminate the hassle of writing checks, finding stamps and sealing envelopes. Everything you need to access, review and pay your bill is available online. Our Web site offers you a convenient, simple and secure way to manage your account. Visit www.capitalone.com and register your account to start simplifying your life today!

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

We appreciate your business and 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.

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$879.96	.07096%	25.90%	\$19.36
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0930650021000230656

New Balance	\$930.65
Minimum Amount Due	\$230.65
Payment Due Date	December 05, 2005
Total enclosed	\$
Account Number:	5178-0525-0080-1242

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		

#9031039382627364# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

05142

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

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TODAY!

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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, on or before the date of the transaction or by the monthly closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
 - b. **Averaging Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge: 1) on the date of the transaction; or 2) on 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. If you did not pay the "New Balance" in full, finance charges, even if you paid the entire New Balance including all finance charges on the next statement closing date, 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 you do not pay the "New Balance" in full, a minimum total FINANCE CHARGE of \$0.50 will be assessed. 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.
2. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
3. **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. We then take 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 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 up the daily balances together and dividing 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-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 balance carried into the beginning 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. **Interest 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 latest published index 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.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of this statement, 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.
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 fee without prior notification to you or without losing 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 contact us to verify that you are not required to pay the membership fee. To cancel your account, you may 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 and cancel all preauthorized billing 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 we have received payment from you for any transaction 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. They may be included subsequent to the request to close the account and 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 that the fee is due, 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 present 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 service, write to us on a separate sheet of paper. Please include the name and address shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the error, the date of the error, the name 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 a dispute with the merchant over the problem, the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Your Credit Future Is In Your Hands

Capital One®
what's in your wallet?™

Capital One® wants to give you all the help we can in managing your finances. To make the most of your time and money, take the following steps to maintain your good credit.

CHECK IT: Review your credit report at least once a year to check for errors or fraudulent activity.

FIX IT: Contact the credit bureaus and credit card providers to correct mistakes on your credit report.

USE IT: Demonstrate wise use of credit. Make purchases regularly and pay your account on time.

WATCH IT: Maintain good credit by keeping your balance under the credit limit and pay your bills on time.

CONTROL IT: Moderation is key. Don't max out your credit.

999-1101



PLATINUM MASTERCARD ACCOUNT
5178-0525-0080-1242

OCT 06 - NOV 05, 2005
Page 2 of 2

Account Summary

Previous Balance	\$870.51
Payments, Credits and Adjustments	\$0.00
Transactions	\$40.78
Finance Charges	\$19.36
 New Balance	 \$930.65
Minimum Amount Due	\$230.65
Payment Due Date	December 05, 2005
 Total Credit Line	 \$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

You were assessed a past due fee of \$29.00 on 11/05/2005 because your minimum payment was not received by the due date of 11/05/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One
Capital One, F.S.B. Capital One
P.O. Box 790217 P.O. Box 30285
St. Louis, MO 63179-0217 SLC, UT 84130-0285

51142S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0930650021000230656

New Balance	\$930.65
Minimum Amount Due	\$230.65
Payment Due Date	December 05, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	(<input type="text"/>)
Email Address		

#9031039382627364# MAIL ID NUMBER

VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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



The steps to maintain your good credit are provided by Capital One, in conjunction with Consumer Action (www.consumer-action.org).
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05R090 O
51142S

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. Eastern Time. 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.

ACCOUNT STATUS FOR:
VICKI F KOWALSKI

PAST DUE!

TEMPORARILY
SUSPENDED

CapitalOne what's in your wallet?

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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042-0605



PLATINUM MASTERCARD ACCOUNT

NOV 06 - DEC 05, 2005

5178-0525-0080-1242

Page 1 of 1

Account Summary

Previous Balance	\$930.65
Payments, Credits and Adjustments	\$0.00
Transactions	\$41.32
Finance Charges	\$20.02
New Balance	\$991.99
Minimum Amount Due	\$291.99
Payment Due Date	January 05, 2006
Total Credit Line	\$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

Payments, Credits and Adjustments

Transactions

1	05 DEC	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
2	05 DEC	PAST DUE FEE	29.00
3	05 DEC	PAYMENT PROTECTION 1-888-527-6904	8.32

*Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account in cases of disability, unemployment, and death. Call Consumer Membership Services at 1-888-527-6904 to see if your situation qualifies for a claim.

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 January 31, 2006, to reserve your copy for this account. Orders will be mailed out by the end of February 2006.

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 \$29.00 on 12/05/2005 because your minimum payment was not received by the due date of 12/05/2005. 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	\$940.42	.07096%	25.90%	\$20.02
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

49638S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0991990021000291998

New Balance	\$991.99
Minimum Amount Due	\$291.99
Payment Due Date	January 05, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

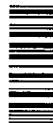
Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address <input type="text"/>		

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

049638

#9034039382627361# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751



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, within 10 days of the statement closing date or within 25 days of the 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 a 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. You will be charged a minimum finance charge 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 of \$0.50 is assessed. If the total amount of 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 assigned to that segment. To the end of each day during the billing period, we add the daily periodic rate(s) 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 the month. To get the average 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. We then add up the results of 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 that code 2, or 3 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 periodic finance charge from the beginning 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 rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.

These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of this statement next to the periodic rates, 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 month.

d. **Assessing 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 in the future.

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 waive the membership fee, please 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. If you cancel your account, we will cancel your card 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 we pay off amounts you owe us, including: any transaction you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or if they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee on your account, the fee will continue to be charged to the extent permitted by law, even if 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 payment authorization, we will 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 fee, write to us on a separate sheet of paper. Please indicate the date of the inquiry 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 item in question, the date of the bill or 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 be entitled to a refund of 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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01LGBAK

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:
VICKI F KOWALSKI

PAST DUE!

TEMPORARILY
SUSPENDED

CapitalOne what's in your wallet?

042-0605



PLATINUM MASTERCARD ACCOUNT
5178-0525-0080-1242

DEC 06, 2005 - JAN 05, 2006
Page 1 of 1

Account Summary

Previous Balance	\$991.99
Payments, Credits and Adjustments	\$30.00
Transactions	\$33.00
Finance Charges	\$21.84
New Balance	\$1,016.83
Minimum Amount Due	\$316.83
Payment Due Date	February 04, 2006
Total Credit Line	\$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One
Capital One, F.S.B.	P.O. Box 30285
P.O. Box 790217	SLC, UT 84130-0285
St. Louis, MO 63179-0217	

Payments, Credits and Adjustments

1	27 DEC	DIRECT DEBIT PAYMENT	\$30.00-
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Transactions

2	05 JAN	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
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3	05 JAN	PAST DUE FEE	29.00
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This account's Non-Introductory Rates as of 12/20/05 are: purchase A.P.R. = 17.30%V, cash advance A.P.R. = 17.30%V and special transfer A.P.R. = 17.30%V. If the A.P.R. is followed by "V," then your corresponding A.P.R. is a variable rate.

You were assessed a past due fee of \$29.00 on 01/05/2006 because your minimum payment was not received by the due date of 01/05/2006. 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	\$993.04	.07096%	25.90%	\$21.84
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 1016830030000316833

New Balance	\$1,016.83
Minimum Amount Due	\$316.83
Payment Due Date	February 04, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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 <input type="text"/>		

#9000639382627368# MAIL ID NUMBER

VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

003526



003526

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

05R07 0 0100
3525M
25.....

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 instructions and payment amounts below, all in time for it to be recorded by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance".
- b. **Averaging Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your total balance until the date you pay the "New Balance". 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 begins on or after January 1, 2000, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates 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 waive or 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, transfer, and special purchase) by the average daily periodic rate for each segment that has already been 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 total finance charge for each segment and then divide the total 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 that were posted as of that day that are allocated to that segment. This gives us the average 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 dividing the total balance 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 charged.
 - 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 cash advances and special transfers from 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 for each segment.

3. **Annual Percentage Rate.**
 - 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 are compounded monthly. PERIODIC 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 in the months January, April, July and October.
 - c. If the code D (3-mo. LIBOR) or 13-mo. LIBOR (Revised 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 refuse to assess any fees without prior notification to you or without giving us the 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 to pay 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 close your account. During this period, you may continue to use your account without paying 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 at any time. You must pay all fees, including our service fees, before your account will be closed. 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 repossess your account. Finally, 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 incur subsequently 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 non-renewal fee, it will be assessed. This fee will 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 transaction.

8. **Mobile and 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 about your bill, you may 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 prevent you from writing your letter, give us the following information: your name and address, 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 must pay any amount that is not in question. We will not 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 that 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 or store within 100 miles of your mailing address. (If we own or operate a merchant, we will mailed you the advertisement for the property or service, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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01LGLBAK

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

042

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.

ACCOUNT STATUS FOR:
VICKI F KOWALSKI

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.
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042-0605



PLATINUM MASTERCARD ACCOUNT

JAN 06 - FEB 05, 2006

Page 1 of 1

Account Summary

Previous Balance	\$1,016.83
Payments, Credits and Adjustments	\$0.00
Transactions	\$39.00
Finance Charges	\$22.61
 New Balance	 \$1,078.44
Minimum Amount Due	\$378.44
Payment Due Date	March 04, 2006
Total Credit Line	\$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

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

Payments, Credits and Adjustments

Transactions

1	05 FEB	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
2	05 FEB	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 March 31, 2006, to reserve your copy for this account. Orders will be mailed out by the end of April 2006.

You were assessed a past due fee of \$35.00 on 02/05/2006 because your minimum payment was not received by the due date of 02/04/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,027.85	.07096%	25.90%	\$22.61
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

461485

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 1078440030000378449

New Balance	\$1,078.44
Minimum Amount Due	\$378.44
Payment Due Date	March 04, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

046148

#9003639382627365# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

Please write your account number on your check or money order made payable to Capital One, F.S.B. 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 purchases. (If you total "New Balance" is paid in full in accordance with the **Interest 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, finance charges continue to accrue to your unpaid balance until that 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 you accrue finance charges to your account, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates 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. Non-Productive in Finance Charge. We reserve the right not to 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 purchases and new purchases) by the corresponding daily periodic rate(s) that have 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 rate for each segment. We add up the results from each segment to arrive at the total daily 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 for the previous day's balance for that segment. We then subtract any cash advance or credit purchases or other amounts that are applied to that segment. This gives us the average 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 purchases which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding 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 the way we calculate 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 charges made in the beginning 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 for 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 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.

c. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

d. The term "Annual Percentage Rate" or "APR" (LIBOR Reproduced 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 giving our right to assess the same or similar fees at a later time.

5. Removing 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 can't yet reach us during this period, you may continue to use your account without paying 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. Finally, your account will not be closed until you pay all amounts you owe us and all other 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 thereafter. We will respond 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 transaction that you have not authorized, the charge will 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 transaction.

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 ERRORS SUMMARY (In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong or you need more information about a transaction on your bill, you may call or write to us. Please call or 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 prevent you from filing a letter, giving 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 responsible 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 to settle the complaint directly 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 we mailed you the advertisement for the property or service, 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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O1LGBAK

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

5178-0525-0080-1242

FEB 06 - MAR 05, 2006

Page 1 of 1

Account Summary

Previous Balance	\$1,078.44
Payments, Credits and Adjustments	\$0.00
Transactions	\$39.00
Finance Charges	\$21.64
New Balance	\$1,139.08
Minimum Amount Due	\$1,139.08
Payment Due Date	April 05, 2006
Total Credit Line	\$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	05 MAR	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
2	05 MAR	PAST DUE FEE	35.00

You were assessed a past due fee of \$35.00 on 03/05/2006 because your minimum payment was not received by the due date of 03/04/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

Send payments to: Send inquiries to:
 Attn: Remittance Processing Capital One, F.S.B.
 Capital One, F.S.B.
 P.O. Box 790217 P.O. Box 30285
 St. Louis, MO 63179-0217 SLC, UT 84130-0285

Important Account Information

Please review the enclosed privacy information and retain it with your account records. Also visit www.capitalone.com/creditcards and click on the Visit the Guide to Benefits link to learn about your latest Visa, or MasterCard, account benefits. The descriptions in this online guide replace any information you received in the past. For a printed copy of the Guide to Benefits, call the Customer Relations number on the back of your card.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,088.97	.07096%	25.90%	\$21.64
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

528365

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 1139080030001139082

New Balance	\$1,139.08
Minimum Amount Due	\$1,139.08
Payment Due Date	April 05, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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

Street	Appt #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address <input type="text"/>		

Capital One, F.S.B.
 P.O. Box 790217
 St. Louis, MO 63179-0217

052838

#9006439382627367# MAIL ID NUMBER
 VICKI F KOWALSKI
 1202 DAISY ST A
 CLEARFIELD PA 16830-2751

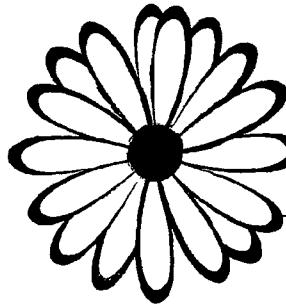


<p>1. How To Avoid A Finance Charge.</p> <p>a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other purchases. If you do not pay your bill in full within 25 days in accordance with an Important 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 Purchase" amount.</p> <p>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, interest continues 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.</p> <p>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.</p> <p>d. Transaction Exemption in Finance Charge. We reserve the right not to assess any or all finance charges for any given billing period.</p> <p>2. Average Daily Balance (Including New Purchases).</p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advances, purchases, special trade-in and other purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your total periodic finance charge for each segment. We then deduct 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 periodic finance charge as of the day that are allocated to that segment. This gives us the average 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 trade-in account will add to the daily balance. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Depending on the basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>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</p> <p>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 charges from the daily balances 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.</p> <p>3. Annual Percentage Rate (APR).</p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code M (Monthly Compounded 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 <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees.</p> <p>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 decline to assess any fees without prior notification to you without losing our right to assess the same or similar fees at a later time.</p> <p>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 close your account. During this period, you may continue to use your account without paying 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.</p> <p>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. After we receive your request, your account will not be closed until you pay all amounts you owe, including all purchases 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 the request to close your account at the time you request to close the account or if they are subsequently subject 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</p> <p>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 returned payment to your account, a fee or a charge may be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>B. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us or our agent 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.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)</p> <p>If you believe your bill is wrong, or if you need more information about your account or your bill, you may write 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 replace your right to your letter. Give us the following information: your name and address, 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 responsible 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.</p> <p>C. Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or service you bought with a credit card and you have filed in good faith to complain to the merchant, you may have the right not to pay the amount due on the property or service. 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 a store or if we mailed you the advertisement for a store or service, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts ‡ Does not apply to business non-credit card accounts</p>

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Save this code! Offer good all year long!

Remember: Mother's Day is Sunday, May 14th

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PLATINUM MASTERCARD ACCOUNT
5178-0525-0080-1242

MAR 06 - APR 05, 2006

Page 1 of 1

Account Summary

Previous Balance	\$1,139.08
Payments, Credits and Adjustments	\$0.00
Transactions	\$39.00
Finance Charges	\$25.33
 New Balance	 \$1,203.41
Minimum Amount Due	\$1,203.41
Payment Due Date	May 05, 2006
 Total Credit Line	 \$700
Total Available Credit	\$0.00
Credit Line for Cash	\$700
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

1	05 APR	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
2	05 APR	PAST DUE FEE	35.00

Reminder: If we receive your minimum monthly payment on time for 12 consecutive billing periods, this account will be reviewed for a possible return to your Non-Introductory A.P.R.

You were assessed a past due fee of \$35.00 on 04/05/2006 because your minimum payment was not received by the due date of 04/05/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

At your service

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

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One
P.O. Box 31285
SLC, UT 84130-0285

180795

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$1,151.41	.07096%	25.90%	\$25.33
CASH	\$0.00	.07096%	25.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

25.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 1203410030001203412

New Balance	\$1,203.41
Minimum Amount Due	\$1,203.41
Payment Due Date	May 05, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0525-0080-1242

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

Street	Apartment #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

018079

#9009639382627369# MAIL ID NUMBER
VICKI F KOWALSKI
1202 DAISY ST A
CLEARFIELD PA 16830-2751

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

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- The finest selection of flowers, plants, gift baskets, plush toys, gourmet foods and more
- Gifts exclusively designed for 1-800-FLOWERS.COM® by leading brands you trust.



Your florist of choice.

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on your next purchase when
you use Promotion Code **CAP66**

Save this code! Offer good all year long!

**Call 1-800-FLOWERS® (1-800-356-9377)
or Click www.1800flowers.com today!**

*Exclusive of applicable service and shipping charges and taxes. Items may vary and are subject to availability, delivery rules and times. Items can be ordered online and by phone only. Offers cannot be combined, may not be available on all products and are subject to restrictions, limitations and blackout periods. Offer valid through 12/31/06. Prices and charges are subject to change without notice. Void where prohibited.

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05030100
160785

1. How To Avoid A Finance Charge.

[†]a. You will have a minimum grace period of 26 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 or 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 day of the month the transaction is processed. 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 amount shown below indicated on the front of your statement by the due statement 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 finance charge is applied to the application of your periodic rates to 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. Annual Percentage 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 rates that has been previously disclosed to you. At the end of each day during the billing period, we will apply daily periodic rate for each segment of your account to the daily balance in 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. We get the daily balance for each segment of your account, we add 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. Then we add up the results of 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 charged.

^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 the beginning balance and 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, then we 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. LIBOR (London Interbank Offered Rate), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rates, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will affect 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 rates, 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 the first day of your billing period each month.

4. **Annual Percentage Rate, 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 in a later billing period.

5. Removing 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 or 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 cancel your card(s) and account access, cancel any automatic 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 off all fees, including any transaction fees 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, we will accept the transaction, 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 provide your bank with an electronic check. 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 within 60 days after you receive 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 the date it occurred. If you believe your bill 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 a 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 made in good faith to correct the problem with the merchant, you must have the merchant pay the remaining amount due on the property or service. We will not prosecute 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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O1GLBAK

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. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this Amended Complaint, and that the facts set forth in the foregoing Amended Complaint are true and correct to the best of his knowledge, information and belief.

Patrick Thomas Woodman

Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#6107813

CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's Second Amended Complaint has been served by U.S. Mail,
on the 14th day of August, 2008 upon the following:

Shana M. Pugh, Esquire
MidPenn Legal Services
230 Lincoln Way East
Suite A
Chambersburg, PA 17201

Patrick Thomas Woodman

FILED

AUG 22 2008

11:10 AM

William A. Shaw
Prothonotary/Clerk of Courts
CD

1 copy to ATT

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

CAPITAL ONE BANK

Plaintiff No. 07-1688-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

VICKI F KOWALSKI

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06107813

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

CAPITAL ONE BANK

Plaintiff No. 07-1688-CD
vs.

VICKI F KOWALSKI

Defendant

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared William T. Molczan, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant's Counsel ,Shana Pugh, Esquire.

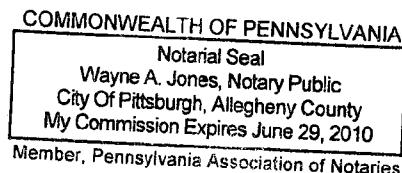
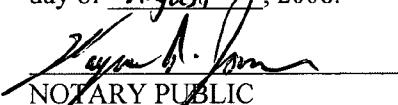
1. On or about August 08, 2008, Plaintiff received a signed Order of Court dated from 08/04/08. Said Order of Court is attached as Exhibit "1".
2. On or about August 11, 2008, Plaintiff mailed the Order of Courts to 230 LINCOLN WAY EAST, SUITE A, CHAMBERSBURG, PA. 17201.

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

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06107813

Sworn to and subscribed
before me this 18
day of August, 2008.

~~NOTARY PUBLIC~~



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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 07-1688-CD

vs.

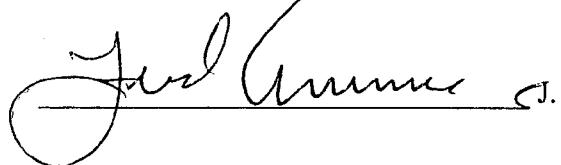
VICKI A. KOWALSKI,

Defendant.

ORDER OF COURT

AND NOW, to-wit, this 4 day of Aug, 2008, upon consideration of Plaintiff's Motion to Vacate the Order of Court dated July 18, 2008, it is hereby ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED. Plaintiff's Complaint is stricken and Plaintiff shall have 30⁸⁵ days from the date of this Order to file an Amended Complaint.

BY THE COURT

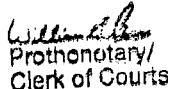


I hereby certify this to be a true and attested copy of the original statement filed in this case.

AUG 05 2008

Attest

EXHIBIT


William J. Coughlin
Prothonotary/
Clerk of Courts

"1"

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

CAPITAL ONE BANK (USA), NA

Plaintiff No. 07-1688-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

VICKI F KOWALSKI

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06107813
Judgment Amount \$ 2,192.37

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FILED (610)
11/20/08
DEC 31 2008
S William A. Shaw
Prothonotary/Clerk of Courts Atty pd. 20.00
cc: Notice to
Def. & Atty Pugh
Statement to Atty Urban

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 07-1688-CD

VICKI F KOWALSKI

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, VICKI F KOWALSKI above named, in the default of an Answer, in the amount of \$2,192.37 computed as follows:

Amount claimed in Complaint	\$1,608.96
Interest from July 25, 2007 to December 17, 2008 at the interest rate of 25.90% per annum	\$583.41
TOTAL	\$2,192.37

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

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

By: _____

Matthew D. Urban, Esquire
PA I.D.#90963

Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06107813

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 611 DAISY ST A
CLEARFIELD, PA 16830

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

CAPITAL ONE BANK

Plaintiff

CASE#: 07-1688-CD

VICKI F KOWALSKI

Defendant

IMPORTANT NOTICE

TO:

Vicki F Kowalski
611 Daisy St A
Clearfield, Pa 16830

Date of Notice: 11/19/08
WWR#:06107813

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

CLEARFIELD COUNTY
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

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

By: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN, ESQUIRE
PA I.D. #34507
WELTMAN WEINBERG & REIS CO., L.P.A.
1400 KOPPERS BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219
(412) 434-7955
WWR #06107813

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

CAPITAL ONE BANK

Plaintiff

CASE#: 07-1688-CD

VICKI F KOWALSKI

Defendant

IMPORTANT NOTICE

TO:

Shana Pugh, Esquire
Mid Penn Legal Services, Inc.
230 Lincoln Way East, Suite A
Chambersburg, Pa 17201

Date of Notice: 11/19/08
WWR#:06107813

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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CLEARFIELD, PA 16830
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WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN, ESQUIRE
PA I.D. #34507
WELTMAN WEINBERG & REIS CO., L.P.A.
1400 KOPPERS BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219
(412) 434-7955

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 07-1688-CD

VICKI F KOWALSKI

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 12/31/08

Assumpsit Judgment in the amount
of \$2,192.37 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: Weltman
PROTHONOTARY (OR DEPUTY)

VICKI F KOWALSKI
611 DAISY ST A
CLEARFIELD, PA 16830

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 07-1688-CD

VICKI F KOWALSKI

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 12/31/08

Assumpsit Judgment in the amount
of \$2,192.37 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: Weltman, Weinberg & Reis Co., L.P.A.
PROTHONOTARY (OR DEPUTY)

Shana Pugh, Esquire
MID PENN LEGAL SERVICES, INC.
230 Lincoln Way East, Suite A
Chambersburg, PA 17201

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

CAPITAL ONE BANK (USA), NA

Case no: 07-1688-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

VICKI F KOWALSKI

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

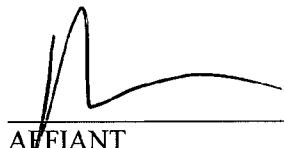
That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant, VICKI F KOWALSKI is not in the military service.

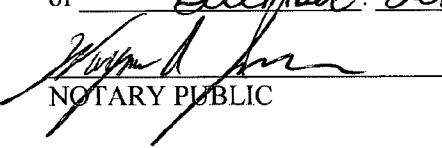
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, VICKI F KOWALSKI is not in the military service.

Further Affiant sayeth naught.

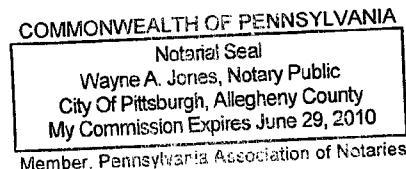


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 2nd day
of December 2008.



NOTARY PUBLIC



This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Department of Defense Manpower Data Center

DEC-17-2008 13:47:12



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
KOWALSKI	VICKI F		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
 Department of Defense - Manpower Data Center
 1600 Wilson Blvd., Suite 400
 Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: CYKEMWANZI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Capital One Bank
Plaintiff(s)

No.: 2007-01688-CD

Real Debt: \$2,192.37

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Vicki F. Kowalski
Defendant(s)

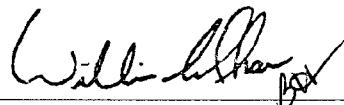
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 31, 2008

Expires: December 31, 2013

Certified from the record this 31st day of December, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney