


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

vs.

VICKI F KOWALSKI

Defendant

No: 07-1688-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06107813 C N Pit KXW

FILED
MAY 11 2008
OCT 17 2007
Att. pd. 85.00
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.

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 STATMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

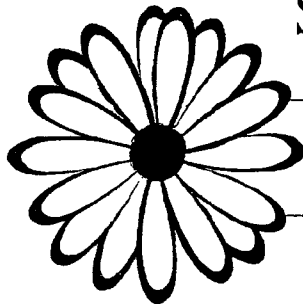
7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

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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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.



Show Mom your love!

Special savings for Capital One® Cardholders!

Save **15%** on your next purchase when you use Promotion Code **CAP66**
(See reverse for details)
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Capital One

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

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 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.

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 ▼

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 \$
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.

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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®
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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!

*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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1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

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

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

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

5. Renewing Your Account.

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

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

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

7. Using Your Account.

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

8. Notice About Electronic Check Conversion.

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

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Capital One O1CLBKA

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


VERIFICATION

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

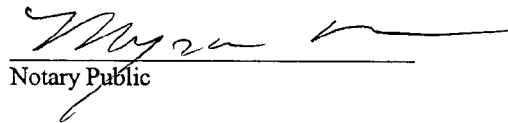
vs

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

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

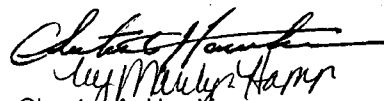
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FEB 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

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

CAPITAL ONE BANK

Plaintiff

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THIS PARTY:

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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 A. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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Plaintiff

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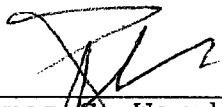
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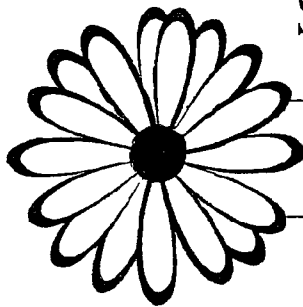
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This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.



Show Mom your love!

Special savings for Capital One® Cardholders!

Save **15%***

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

Save this code! Offer good all year long!

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

1-800-flowers.com
Your florist of choice.

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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:
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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

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▼ 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 \$
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!

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.

1-800-flowers.com
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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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 charges in full by the "Due Date" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**
- 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 our customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- e. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- f. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1.† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

VERIFICATION

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

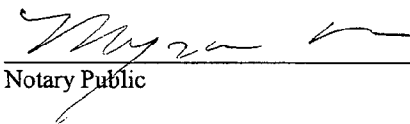
vs

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 2004

5178052500801242

A049

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

FILED

APR 10 2008

M/12:45 (u)

William A. Shaw

Prothonotary/Clerk of Courts

1 2 Cent (copy)

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

PRAECIPE TO REINSTATE COMPLAINT

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 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

vs.

VICKI F KOWALSKI

Defendant

No: 07-1688-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06107813 C N Pit KXW

FILED
COPIES
OCT 17 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

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 .

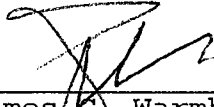
4. Defendant made use of said credit card and has a current balance due of \$1608.96 , as of July 25, 2007 .

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.

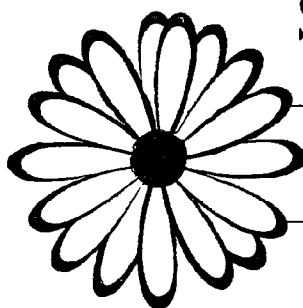
7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

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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Capital One®

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	\$.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	\$.00
Credit Line for Cash	\$700
Available Credit for Cash	\$.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 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.

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	\$.00	.07096%	25.90%	\$.00

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 \$
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

0180795

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

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Capital One 011GLBAK

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 we receive a check, you agree to assign to us a check cashing or clearing agreement, and 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.

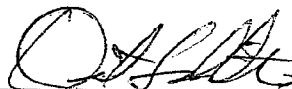
VERIFICATION

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


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}
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MAY 09 2008
Atty Pugh
(CN)

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 09/20
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}
01/11/09
MAY 09 2008
Shana M. Pugh
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITOL ONE BANK,

Plaintiff

vs.

VICKI F. KOWALSKI,

Defendant

:
:
: Civil Action
:
: No. 07-1688-CD
:
:
:
:

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 /s/
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

CA

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 3:30 p.m. GK

MAY 30 2008

4cc Amy

William A. Shaw
Prothonotary/Clerk of Courts

(62)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITOL ONE BANK,

Plaintiff

vs.

VICKI F. KOWALSKI,

Defendant

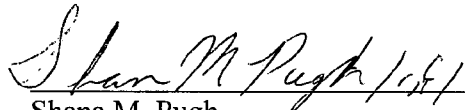
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: Civil Action
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: No. 07-1688-CD
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PETITION TO SCHEDULE ARGUMENT ON DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S COMPLAINT

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

vs.

VICKI F. KOWALSKI,

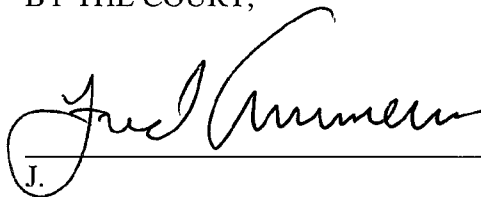
Defendant

:
:
: Civil Action
:
: No. 07-1688-CD
:
:
:

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}
01:13:42 PM
JUN 05 2008
Atty Pugh

William A. Shaw
Prothonotary/Clerk of Courts

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

FILED

JUN 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/5/08

☒ 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

☐ Special Instructions:

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
9/11/56/81
JUN 09 2008 (6K)
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITOL ONE BANK,

Plaintiff

vs.

VICKI F. KOWALSKI,

Defendant

:
:
: Civil Action
:
: No. 07-1688-CD
:
:
:
:

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

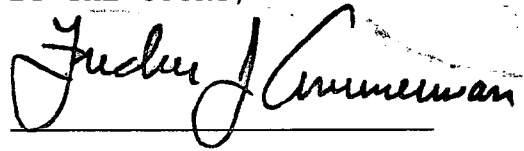
VICKI F. KOWALSKI

:

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 *2008*
07/22/08 *Wasmbrodt*
JUL 21 2008 *Pugh*

William A. Shaw
Prothonotary/Clerk of Courts *62*

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

☐ 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

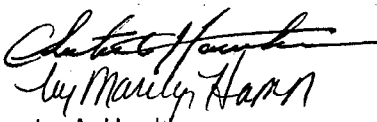
FILED
JUL 22 2008
6/3:00 PM
William A. Shaw
Prothonotary/Clerk of Courts

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
Sheriff

m

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 07-1688-CD

vs.

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

VICKI A. 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 Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6152387

FILED *no cc*
010:18
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, Esquire

Pa. I.D. #34507

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

1400 Koppers Building

436 Seventh Avenue

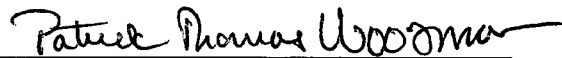
Pittsburgh, PA 15219

(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, 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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 07-1688-CD

vs.

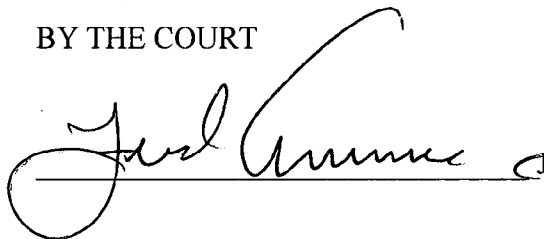
VICKI A. KOWALSKI,

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 30th days from the date of this Order to file an Amended Complaint.

BY THE COURT



FILED

0/10/10/01
AUG 05 2008

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

___ Special Instructions:

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

AMENDED COMPLAINT

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 AM 6K

AUG 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

NO CC

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.

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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.

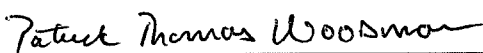
15. Since the date of the last account statement, interest has continued to accrue at the annual percentage rates as stated herein at Paragraph Thirteen (13).

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, 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

60107813

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	State Pa
ZIP 16830				
Social Security Number 3000		Date of Birth 082468		
Home Phone 8147657677		Would you be interested in Spanish correspondence when it becomes available? 1. <input type="checkbox"/> YES 2. <input checked="" type="checkbox"/> NO		
Housing: <input type="checkbox"/> Own <input checked="" type="checkbox"/> Rent				
Gross Annual Income (see Important Disclosures) \$ 10,000				
Current Business Phone Unknown				

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. #: 2160531 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 you 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 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).

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, or 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 to be 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 this 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 if 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 as 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

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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 charge 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 finance 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 for which 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 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 in 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 you 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, a new membership fee will be charged to the account as stated above.

If you, 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.

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CapitalOne



MASTERCARD ACCOUNT
5570-0918-1450-9863

JUN 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:
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	29 JUN	PAYMENT RECEIVED - THANK YOU	\$25.00
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Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
KMART PURCHASES	\$166.90	.04740% D	17.30%	\$2.37
NON-KMART PURCHASES	\$383.86	.04740% D	17.30%	\$5.46
CASH	\$0.00	.04740% D	17.30%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 17.30%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

0000000 7 5570091814509863 05 0535630025000016001

New Balance	\$535.63
Minimum Amount Due	\$16.00
Payment Due Date	August 04, 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



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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, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

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

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 valuing our right to assess the same or similar fees at a later time.

5. Renewing Your Account.

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

6. If You Close Your Account.

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

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

7. Using Your Account.

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

8. Notice About Electronic Check Conversion.

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia 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 credit line work together, here are some tips for reading your monthly statement:

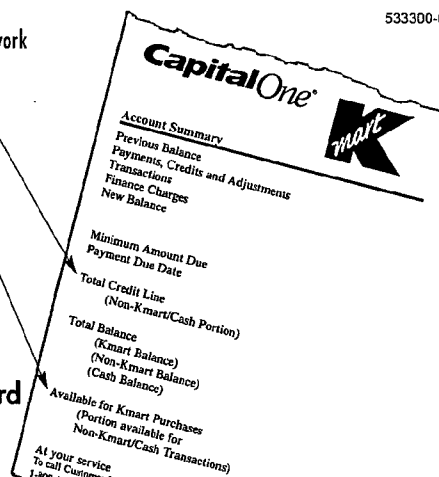
Account Credit Line

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.



MASTERCARD ACCOUNT
5570-0918-1450-9863

JUL 06 - AUG 05, 2001

Page 1 of 1

Account Summary

Previous Balance	\$535.63
Payments, Credits and Adjustments	- \$50.00
Transactions	+ \$35.58
Finance Charges	+ \$7.76
New Balance	\$528.97

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

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

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

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

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

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

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
KMART PURCHASES	\$172.38	.04671% D	17.05%	\$2.49
NON-KMART PURCHASES	\$363.66	.04671% D	17.05%	\$5.27
CASH	\$0.00	.04671% D	17.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

17.05%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



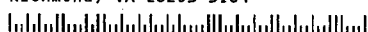
0000000 7 5570091814509863 05 0528970050000015009

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



037776

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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2-11-

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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

CapitalOne



MASTERCARD ACCOUNT
5570-0918-1450-9863

AUG 06 - SEP 05, 2001
Page 1 of 1

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 Non-Kmart/Cash Transactions)	\$103.03

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

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	Periodic rate	Corresponding APR	FINANCE CHARGE
KMART PURCHASES	\$165.30	.04603% D	16.80%	\$2.34
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%

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▼ 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	Apt. #	
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





<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 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."</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, 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.</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 billed to the purchase segment of your account.</p> <p>† d. Temporary Reduction In Finance Charge. We reserve the right to not 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 advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</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 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.</p> <p>3. Annual Percentage Rates (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 (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</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 cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</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. Additionally, your account will not be closed until you pay all amounts you owe, including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</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 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.</p> <p>7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>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.</p> <p>BILLING RIGHTS SUMMARY (In Case Of Errors Or Questions About Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>†. Special Rule For Credit Card Purchases</p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts</p> <p>† Does not apply to business non-credit card accounts</p> <p>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</p> <p>01LGLBAC</p>
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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.

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

Capital One
It's what's in your wallet.™

Capital One



MASTERCARD ACCOUNT
5570-0918-1450-9863

SEP 06 - OCT 05, 2001
Page 1 of 1

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

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	Periodic 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%

59589P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

0000000 7 5570091814509863 05 0623000030000018001

New Balance	\$623.00
Minimum Amount Due	\$18.00
Payment Due Date	November 05, 2001
Total enclosed \$	

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

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 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.
- Get access to the latest Capital One services.
- Helps you maintain complete and accurate financial records with Capital One.
- 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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05R12 0 0900

2

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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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 One⁹⁹⁹
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

Capital One



MASTERCARD ACCOUNT
5570-0918-1450-9863

OCT 06 - NOV 05, 2001
Page 1 of 1

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

DATE		
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	.04329% D	15.80%	\$2.64
NON-KMART PURCHASES	\$423.67	.04329% D	15.80%	\$5.69
CASH	\$0.00	.04329% D	15.80%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 15.80%

50295A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

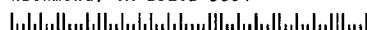
0000000 7 5570091814509863 05 0612330025000018002

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).
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056111 0 0900
2-7

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
 - b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
 - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. **Annual Percentage Rates (APR).**
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificates of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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

Your Credit Future Is In Your Hands

Capital One⁹⁹⁹
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

Capital One



MASTERCARD ACCOUNT
5570-0918-1450-9863

NOV 06 - DEC 05, 2001
Page 1 of 1

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 Non-Kmart/Cash Transactions) \$134.82

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

Payments, Credits and Adjustments

1	19 NOV	PAYMENT RECEIVED - THANK YOU	\$100.00-
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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%

56131A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

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



#9034029837875657* 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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- To How To Avoid A Finance Charge:** To obtain the average daily balance for the billing period, you must 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 the date of the transaction, you must 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, divide the sum by the number of days in the billing period. This gives us the average daily balance of each segment.
- 3. Annual Percentage Rates (APR):** The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- 4. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankprime Prime) appears on the front of this statement next to the date of the transaction, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending on the date of the transaction, usually, 1st, 15th, or 30th of October.**
- 5. If the code D (Prime), L (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**
- 6. Assessment of Late, Overlimit and Returned Payment Fees:** Your account will be assessed no more than two of the fees listed below for each billing period. 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 on a subsequent billing period.
- 7. 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 cancel and pay the membership fee. If you do not cancel 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 at any time. If you request to close your account, you must destroy your credit card(s) and account access changes, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing, we will treat your account as if you received 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 associations you have authorized, fixed or variable interest dues, 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 the account or at the account. You must close the account or they are incurred subsequent to your request to close the account. This may result in the account being reported on your credit history after you have requested the amount be closed. If you do not pay the amount by the date specified, we will continue to charge you interest on the amount owed.
- 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 or to process the payment as a check transaction. When we use information from your check to make a one-time 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 the bill number and the date of the transaction on 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 the address on the bill, the amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the error. We are unsure about the amount of the suspected error 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 request a deposit 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 credit card. If you have not tried to get the protection after when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your home, we will not require you to 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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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:

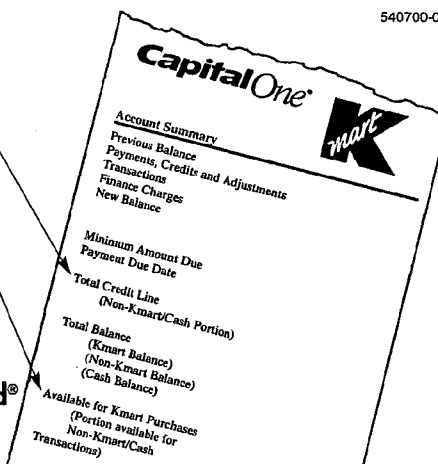
Account Credit Line

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.



Capital One



MASTERCARD ACCOUNT
5570-0918-1450-9863

DEC 06, 2001 - JAN 05, 2002
Page 1 of 1

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

Total Balance	\$478.43
(Kmart Balance)	\$155.89
(Non-Kmart Balance)	\$322.54
(Cash Balance)	\$0.00

Available for Kmart Purchases	\$221.57
(Portion available for Non-Kmart/Cash Transactions)	\$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 23285-5185
Richmond, VA 23285-5184	

Payments, Credits and Adjustments

1	17 DEC	PAYMENT RECEIVED - THANK YOU	\$150.00
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Transactions

2	12 DEC	QVC*2884077235 800-367-9444 PA	\$56.64
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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%

183435

▼ 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 \$	<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



018343



#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.



Capital One

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05111 00900
2

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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

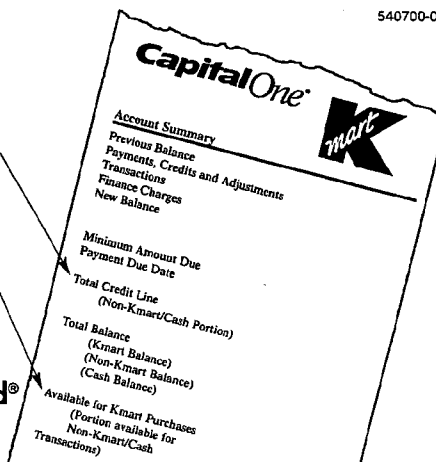
Account Credit Line

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.



Capital One



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

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:
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	\$15.00-
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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%	\$4.06
CASH	\$0.00	.04123% D	15.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

15.05%

18711S

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

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



#9003729837875459# 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.

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



Capital One

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06R11 O 0960

2

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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OTLGBAK

18711S

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.

898-1101

Capital One



MASTERCARD ACCOUNT
5570-0918-1450-9863

FEB 06 - MAR 05, 2002
Page 1 of 1

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

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

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

Transactions

3	05 MAR	MINIMUM - FINANCE CHARGE	\$0.50
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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%	\$.00
CASH	\$0.00	.04123% D	15.05%	\$.00

ANNUAL PERCENTAGE RATE applied this period

16.88%

56073A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

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).
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1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

*† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Capital One 011GLBAC

56073A

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

Use anywhere personal checks are accepted — no transaction fee!

548000-01

VICKIFKOWALSKI
1202DAISYSTA
CLEARFIELD PA 16830-2751

8305
68-677/510

Expires June 30, 2002

Pay To The Order Of VICKIFKOWALSKI

\$250.00

Two hundred fifty and 00/100

Dollars

Capital One
Richmond, VA Purchase Check*

Customer
Signature

Memo

⑆05100677818651814509863⑆ 8305

Capital One



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

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:
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

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.

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%	\$0.00
CASH	\$0.00	.04123% D	15.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

3599A

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

Capital One

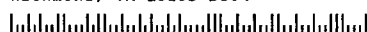
0000000 7 5570091814509863 05 0000000469450000001

New Balance \$0.00
Minimum Amount Due \$0.00
Payment Due Date June 05, 2002
Total enclosed \$

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



003599



#9012529837875652# 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.

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

*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



CSRT 16 0 0300
2-5

***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.

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

ENDORSE HERE

1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

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

- periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
- 3. **Annual Percentage Rates (APR).**
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- 4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- 5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- 6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

- your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
- 7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
- 8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number; the dollar amount of the suspected error; a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

CapitalOne

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

CapitalOne

VICKI F KOWALSKI

peoplepc[™] online
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**UNLIMITED
INTERNET ACCESS**

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TODAY!**

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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 Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

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1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

c. If the code D (Prime), F (11-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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closing date. There is no grace period on cash advances
and special transfers. In addition, there is no grace period
on any transaction if you do not pay the total "New
Balance."

b. Accruing Finance Charge. Transactions which are not
subject to a grace period are assessed finance charge 1)
from the date of the transaction or 2) from the date the
transaction is processed to your Account or 3) from the
first calendar day of the current billing period. Additionally,
if you did not pay the "New Balance" from the previous
billing period in full, finance charges continue to accrue
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
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your account is subject to a finance charge, a minimum
total FINANCE CHARGE of \$0.50 will be imposed. If the
total finance charge resulting from the application of your
periodic rate(s) is less than \$0.50, we will subtract that
amount from the \$0.50 minimum and the difference will be
billed to the purchase segment of your account.

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, if you need more
information on a transaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquiries shown on the front of this statement. We must
hear from you no later than 60 days after we sent you the
first bill on which the error or problem appeared. You can
call our Customer Relations number, but doing so will not
preserve your rights. In your letter, give us the following
information: your name and account number, the dollar
amount of the suspected error, a description of the error
and an explanation, if possible, of why you believe there is
an error; or if you need more information, a description of
the item you are unsure about. You do not have to pay any
amount in question while we are investigating it, but you
are still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquent or take any action to collect the
amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or
services that you purchased with a credit card and you
have tried in good faith to correct the problem with the
merchant, you may have the right not to pay the remaining
amount due on the property or services. You have this
protection only when the purchase price was more than
\$50.00 and the purchase was made in your home state or
within 100 miles of your mailing address. (If we own or
operate the merchant, or if we mailed you the
advertisement for the property or services, all purchases
are covered regardless of amount or location of purchase.)
Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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a month;
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-  Spam Controls
-  Smarter Smart Dialer Technology
-  More Email Addresses
-  Free Phone Call

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Account Summary

Previous Balance	\$4.00
Payments, Credits and Adjustments	\$4.00
Transactions	\$4.04
Finance Charges	\$.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

5178-0518-1450-9863

APR 06 - MAY 05, 2004

Page 1 of 1

Payments, Credits and Adjustments

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

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	\$.00	.03918% D	14.30%	\$.00
CASH	\$.00	.03918% D	14.30%	\$.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 \$
Account Number: 5178-0518-1450-9863

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

Street	Apt. #
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Home Phone	Alternate Phone
@	
Email Address	

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

#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

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

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1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

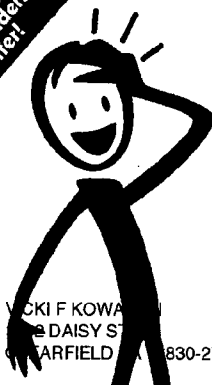
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Capital One 01GLBAC

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

Special
Capital One
Cardholders
Offer!



First 3 months half-price

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



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

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: OPAL

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

- Email Virus Protection
- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS



PLATINUM MASTERCARD ACCOUNT

5178-0518-1450-9863

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-
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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: 5178-0518-1450-9863

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



004928



#9015829837875653# 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.

peoplepc[™] online
VICKI F. KOWALSKI
1202 DAISY ST. A better way to Internet.
CLEARFIELD PA 16830-2751

UNLIMITED INTERNET ACCESS

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: OPAL

Or visit www.peoplepc.com/go/opal

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C604



CSR06 O 0100

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
 - b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
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 - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
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 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
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4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
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7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

A Personal Loan for valued Capital One® customers

201166

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

EXCLUSIVELY FOR
Capital One
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

Capital One | personal loans*

Dear VICKI F KOWALSKI,

... A **FIXED APR**
from **6.9%**[▲]

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

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

... **NO**
Annual Fee[▲]

... **NO**
Prepayment Penalty

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.

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.

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.

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

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

[▲]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

Preferred 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

^a 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.

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 meet 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.

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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.

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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-STRYNOW.

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

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05808 0 0100
2

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

...❖ **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

Capital One® | personal loansSM

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



**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.

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).

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%	\$343.92	\$376.60
16.9%	\$347.29	\$380.14

^A 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 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.

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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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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.

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
Offer!**



First 3 months half-price

\$4.97*

a month;
\$9.97 after 3 months

HOWE

003

peoplepc™ online





A better way to Internet.

SIGN UP TODAY!

1-877-778-1207

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

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

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

UNLIMITED INTERNET ACCESS



PLATINUM MASTERCARD ACCOUNT
5178-0518-1450-9863

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	\$.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
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Transactions

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	\$.00	.03986% D	14.55%	\$.00
CASH	\$.00	.03986% D	14.55%	\$.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 \$
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

#9021929837875653# 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.

peoplepc[™] online
A better way to Internet.

VICKI F KOWALSKI

1202 DAISY ST A

CHICAGO, IL 60618-1202

Phone: 312-555-1207

UNLIMITED

INTERNET ACCESS

SIGN UP TODAY!

1-877-778-1207

Mention Offer Code: JADE

Or visit www.peoplepc.com/go/jade

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 1-877-778-1207.

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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05R06 O 0100

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† **Does not apply to consumer non-credit card accounts**
† **Does not apply to business non-credit card accounts**

Capital One supports information privacy protection; see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One O1LGLBAK

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.



0000000 7 5178051814509863 05 0004040004040004046

New Balance \$4.04
 Minimum Amount Due \$4.04
 Payment Due Date October 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
 |||||

#9024929837875650# 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 with this portion



PLATINUM MASTERCARD ACCOUNT
 5178-0518-1450-9863

AUG 06 - SEP 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 October 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
 P.O. Box 85184 P.O. Box 85015
 Richmond, VA 23285-5184 Richmond, VA 23285-5015

Important Account Information

Are you registered to vote in this year's general election? It's not too late! There's still time to register, so go for it. Your vote can make a difference this November. Call or visit your local voters' registration office or go to www.everyvotecounts2004.com to make sure your voice is heard. Every vote counts!

Payments, Credits and Adjustments

1 16 AUG PAYMENT RECEIVED - THANK YOU \$4.04-

Transactions

2 05 SEP CAPITAL ONE MONTHLY MEMBER FEE \$4.00
 3 05 SEP 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.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.04055% D	14.80%	\$0.00
CASH	\$0.00	.04055% D	14.80%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

Don't Delay, Activate Today!



Always:

- sign the back of the card(s)
- call to activate the new card(s)
- destroy the old card(s)

If you need to request another copy of your Personal Identification Number (PIN), write us at:

Capital One
 P.O. Box 85015
 Richmond, VA 23285-5015

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



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1. How To Avoid A Finance Charge.

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

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

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

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

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

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) 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.

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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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:
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

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	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 ▼



00000000 7 5178051814509863 05 0004040004040004046

New Balance \$4.04
Minimum Amount Due \$4.04
Payment Due Date November 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
|||

005226



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

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Whether you're looking to buy a new or used car, refinance an existing loan or buy out your lease, you could save time and money with Capital One Auto Finance.® Simply apply online and get a response within 15 minutes during business hours.†

Apply now at
CapitalOneAutoFinance.com/SaveToday

*Rate quoted as of 09/02/04 and is the lowest available for a 12- to 36-month term New Auto purchase. Used Auto rates are as low as 4.39% APR for a 12- to 36-month term. Refinance auto rates are as low as 4.99% APR for a 12- to 36-month term. Lease buyout rates are as low as 5.29% APR for a 12- to 36-month term. All rates are for individuals with excellent and substantial credit, who apply online and select the Automated Payment Option. No down payment required. Payments are monthly. For refinance loans, the amount of savings will depend on your current loan situation. 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 9 a.m. to 5:30 p.m., Saturday 8 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 full by the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.
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 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you. If you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all 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 transactions you have authorized; finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling 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 sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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.

Take charge
with car buying
that you drive

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

2 Get an answer in
15 minutes during
business hours

3 Upon approval,
buy your car with a
Blank Check®

It's that simple!

5220M

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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Refinance
 **your car**
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.* 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	\$.00	.04123% D	15.05%	\$.00
CASH	\$.00	.04123% D	15.05%	\$.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178051814509863 05 0004040004040004046

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

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

Account Number: 5178-0518-1450-9863

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

[illegible]

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.

†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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2-6-0000

1. How To Avoid A Finance Charge.

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

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR)

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

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

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

5. Renewing Your Account.

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

6. If You Close Your Account.

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

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

7. Using Your Account.

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8. Notice About Electronic Check Conversion.

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts
† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 2 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.

Capital One® 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)

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 FinderSM to sort through your savings options and customize a solution that could save you time and money. Call and speak with a knowledgeable consultant.

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).

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For Preferred Customers



Capital One® 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.* But don't wait—rates this low won't last forever.

Apply now at

CapitalOneAutoFinance.com/RefiSave

CapitalOne® auto finance™



PLATINUM MASTERCARD ACCOUNT
5178-0525-0080-1242

NOV 06 - DEC 05, 2004
Page 1 of 2

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

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

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



005597



#9034039382627361# 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.

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, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

...❖ **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 anyway you choose
- ...❖ **FREE** Automated Monthly Payment Option
- ...❖ **Low, fixed** monthly payment

Capital One | 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 \$324.41^Δ 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 ^Δ
\$7,031	\$324.41

Offer Expires: 1/28/2005

**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.



^ΔIf 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

^aWe 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.

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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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ABOUT CAPITAL ONE

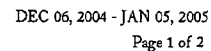
With more than 46 million accounts and over \$88 billion in managed assets, Capital One is recognized as one of the leading financial services companies in the country. The common stock of Capital One Financial Corporation (COF) is traded on the New York Stock Exchange.

For more information, visit our Web site at www.capitalone.com.

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

Blank Check® Buying Power

*See reverse for Important Information.



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

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1. Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

Reply today for your Capital One® Personal Loan

201357

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

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Capital One
CARDHOLDERS

- ❖ \$10,031 Personal Loan to use any way 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.

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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%^Δ. 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.

^Δ 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 payments information.

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❖ **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 any way you choose
- ❖ Low, fixed monthly payments
- ❖ **FREE** Automated Monthly Payment Option

5491M

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.

*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 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 1-877-815-5768.

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.

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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
3	05 FEB	PAYMENT PROTECTION 1-888-527-6904	6.12

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$695.49	.04260% D	15.55%	\$9.18
CASH	\$0.00	.04260% D	15.55%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

15.55%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0702750021000021001

New Balance	\$702.75
Minimum Amount Due	\$21.00
Payment Due Date	March 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 85184
Richmond, VA 23285-5184
033871

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

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 12/31/04 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: 5 a.m. to 8:30 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 Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com. Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

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2-456-B

Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer 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

201357

Call 1-800-881-9742 for these great features:

EXCLUSIVELY FOR
Capital One
CARDHOLDERS

- ...❖ \$10,031 Personal Loan to use any way 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.

Capital One | personal loans™

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

Page 2 of 2

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%.^a 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 accounts in good standing. See reverse for additional information.

^a 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.

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

33871M

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

⁴We 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.

*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 6.99%, the first time any of the Conditions occur your APR may be increased to a 16.99% APR.

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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 meet 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.



Capital One | auto finance*

Blank Check* Auto Loans

Drive away as soon as tomorrow
with new car rates as low as 4.05% APR*.

Or easily refinance an existing auto loan with APRs from 5.39%.

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

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

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

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.

Important Account Information

Please review the important information enclosed with your statement and keep a copy for your records.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$697.23	.043299% D	15.80%	\$8.45
CASH	\$0.00	.043299% 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 \$
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
005335

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1202 DAISY ST A
CLEARFIELD PA 16830-2751

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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

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.

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

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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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

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Capital One O'LBK

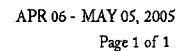
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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received 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.

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3	05 MAY	PAYMENT PROTECTION 1-888-527-6904	6.08

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1202 DAISY ST A
CLEARFIELD PA 16830-2751

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

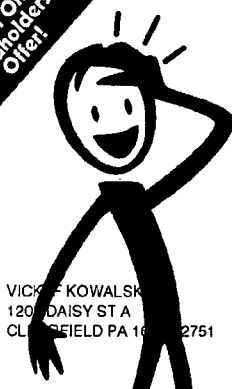
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UNLIMITED INTERNET ACCESS



PLATINUM MASTERCARD ACCOUNT
5178-0525-0080-1242

MAY 06 - JUN 05, 2005
Page 1 of 1

Account Summary

Previous Balance	\$698.01
Payments, Credits and Adjustments	\$20.00
Transactions	\$25.15
Finance Charges	\$9.72
New Balance	\$712.88
Minimum Amount Due	\$21.00
Payment Due Date	July 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 Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments, Credits and Adjustments

1	01 JUN	Cap 1 ElectronicPhonePmt AuthDate 01-JUN	\$20.00-
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Transactions

2	01 JUN	PAY-BY-PHONE FEE	\$14.95
3	05 JUN	CAPITAL ONE MONTHLY MEMBER FEE	4.00
4	05 JUN	PAYMENT PROTECTION 1-888-527-6904	6.20

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$702.02	.04466% D	16.30%	\$9.72
CASH	\$0.00	.04466% D	16.30%	\$0.00

ANNUAL PERCENTAGE RATE applied this period

16.30%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 5178052500801242 05 0712880020000021005

New Balance	\$712.88
Minimum Amount Due	\$21.00
Payment Due Date	July 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

034061



#9015639382627361# 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. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

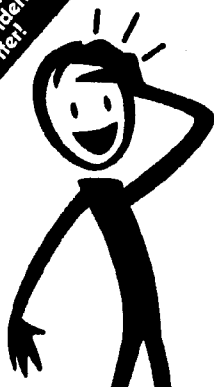
† Does not apply to business non-credit card accounts

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PLATINUM MASTERCARD ACCOUNT
5178-0525-0080-1242

JUN 06 - JUL 05, 2005
Page 1 of 1

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

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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

1	04 JUL	PAYMENT RECEIVED - THANK YOU	\$21.00-
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Transactions

2	05 JUL	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
3	05 JUL	PAYMENT PROTECTION 1-888-527-6904	6.19

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$716.24	.04466% D	16.30%	\$9.60
CASH	\$0.00	.04466% D	16.30%	\$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

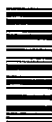
Total enclosed \$
Account Number: 5178-0525-0080-1242

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



#9018739382627366# 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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SIGN UP TODAY!

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For questions, call toll-free at 1-888-STRYNOW.

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1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

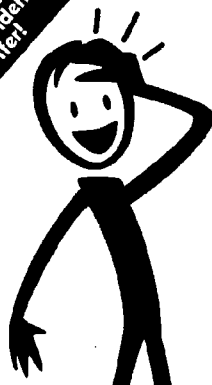
† Does not apply to business non-credit card accounts

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

Special
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Cardholder
Offer!



First 3 months half-price

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

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

peoplepc™ online
A better way to Internet.

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

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

UNLIMITED INTERNET ACCESS



PLATINUM MASTERCARD ACCOUNT
5178-0525-0080-1242

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

Payments, Credits and Adjustments

1 23 JUL PAYMENT RECEIVED - THANK YOU \$21.00-

Transactions

2 05 AUG CAPITAL ONE MONTHLY MEMBER FEE \$4.00
3 05 AUG PAYMENT PROTECTION 1-888-527-6904 6.18

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$707.14	0.4534% D	16.55%	\$9.94
CASH	\$0.00	0.4534% 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

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.

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SIGN UP TODAY!

1-877-778-1207

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

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

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

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

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1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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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.

Important Reminder:**Capital One**
what's in your wallet?*your account balance exceeded your credit limit.*

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

5178-0525-0080-1242

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	\$ <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

053421

#9024939382627364# 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. How To Avoid A Finance Charge.

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

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

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

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2. Average Daily Balance (Including New Purchases).

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

†, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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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. 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:

Capital One®
what's in your wallet?™

your account balance exceeded your credit limit.

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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907-9104



PLATINUM MASTERCARD ACCOUNT

5178-0525-0080-1242

SEP 06 - OCT 05, 2005

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:
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	06 SEP	OVERLIMIT 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.

Important Account Information

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$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

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

New Balance	\$870.51
Minimum Amount Due	\$170.51
Payment Due Date	November 05, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0575-0080-1242

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

005235

#9027939382627361# 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.



05R06 0100
5235M
2-45-----

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

b. If the code 2 or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

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

3. Annual Percentage Rates (APR)

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

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

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

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

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

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

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

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

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

**BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)**

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

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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after 12 months
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- Internet Call Waiting

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PLATINUM MASTERCARD ACCOUNT

OCT 06 - NOV 05, 2005

5178-0525-0080-1242

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

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

0511425



#9051039382627364# 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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Mention Offer Code: COIN
Visit www.peoplepc.com/go/coin

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

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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05R06 00100
51142S
2-45

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case of Errors Or Questions About Your Bill)

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

*** † Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

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

Your Credit Future Is In Your Hands

Capital One⁸⁹⁹
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.

899-1101



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

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

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.

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 \$
Account Number: 5178-0525-0080-1242

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

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

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

#9031039382627364# 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.



05R06 0
511425

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

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

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

ACCOUNT STATUS FOR:
VICKI F KOWALSKI

PAST DUE!

**TEMPORARILY
SUSPENDED**

Capital One® what's in your wallet?

042-0605



PLATINUM MASTERCARD ACCOUNT
5178-0525-0080-1242

NOV 06 - DEC 05, 2005
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%

498365

▼ 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 \$
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

049638

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



05R06 00100
49336S
2-6-000000

1. **How To Avoid A Finance Charge.**
- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. **Annual Percentage Rates (APR).**
- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- BILLING RIGHTS SUMMARY**
(In Case Of Errors Or Questions About Your Bill)
- If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
- † **Special Rule For Credit Card Purchases**
- If you have a problem with the quality of property or services that you purchased with a credit card and you have acted in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † **Does not apply to consumer non-credit card accounts**
- † **Does not apply to business non-credit card accounts**
- Capital One supports information privacy protection: see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01LGLBAX

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

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

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

ACCOUNT STATUS FOR:
VICKI F KOWALSKI

PAST DUE!

TEMPORARILY
SUSPENDED

Capital One® 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:
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

1	27 DEC	DIRECT DEBIT PAYMENT	\$30.00-
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Transactions

2	05 JAN	CAPITAL ONE MONTHLY MEMBER FEE	\$4.00
3	05 JAN	PAST DUE FEE	29.00

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 \$
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
|||

003526

#9000639382627368# 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.



05R07 00100
3626M
2-5

1. **How To Avoid A Finance Charge.**
 - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
 - b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
 - c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
 - d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
 2. **Average Daily Balance (Including New Purchases).**
 - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
 - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
 3. **Annual Percentage Rates (APR).**
 - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
 - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
 4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
 5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
 6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
 8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- BILLING RIGHTS SUMMARY**
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
- † **Special Rule For Credit Card Purchases**
If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † **Does not apply to consumer non-credit card accounts**
† **Does not apply to business non-credit card accounts**
- Capital One supports information privacy protection: see our website at www.capitalone.com.
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 011GLBAK

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

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

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

ACCOUNT STATUS FOR:
VICKI F KOWALSKI

PAST DUE!

TEMPORARILY
SUSPENDED

Capital One | what's in your wallet?

042-0605



PLATINUM MASTERCARD ACCOUNT
5178-0525-0080-1242

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%

▼ 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 \$
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

0461485

#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.



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461485
2

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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

R9 CREDIT RATING

045

Capital One
what's in your wallet?

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

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 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.

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%

▼ 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 \$
 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

052838

#9006439382627367# 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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528385
2-4

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

†, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

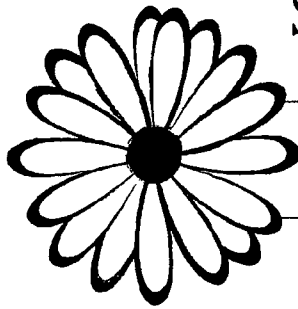
‡ Does not apply to business non-credit card accounts

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

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01L0LBK

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.



Show Mom your love!

Special savings for Capital One® Cardholders!

Save 15%* on your next purchase when you use Promotion Code **CAP66**
(See reverse for details)
Save this code! Offer good all year long!

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

1-800-flowers.com
Your florist of choice.

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



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	\$.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	\$.00
Credit Line for Cash	\$700
Available Credit for Cash	\$.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 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.

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	\$.00	.07096%	25.90%	\$.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 \$
 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 !**

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.

1-800-flowers.com
Your florist of choice.

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

Save this code! Offer good all year long!

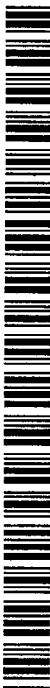
**Call 1-800-FLOWERS® (1-800-356-9377)
or Click www.1800flowers.com today!**

*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 12/31/05. Prices and charges are subject to change without notice. Void where prohibited.

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



05903 00100
18079S
2

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR)

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill) If you think your bill is wrong or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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Important Notice: Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location 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 Woodsman

FILED

AUG 22 2008

m/11:10/2
William A. Shaw
Prothonotary/Clerk of Courts

CR

1 case to ATTU

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

vs.

No. 07-1688-CD

VICKI F KOWALSKI

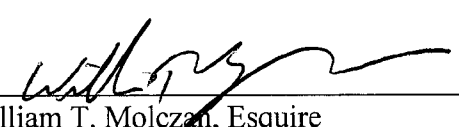
Defendant

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 "I".
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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 07-1688-CD

vs.

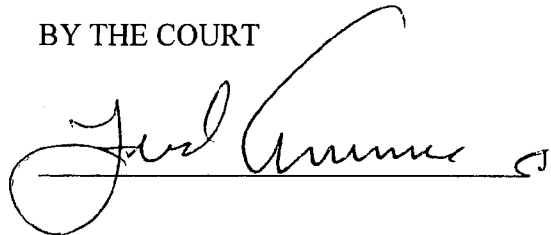
VICKI A. KOWALSKI,

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 30th days from the date of this Order to file an Amended Complaint.

BY THE COURT



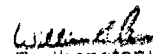
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

AUG 05 2008

Attest

EXHIBIT

" 1 "


Prothonotary/
Clerk of Courts

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
DEC 31 2008
William A. Shaw
Prothonotary/Clerk of Courts
11/11/2008
100 Notice to
Def. & Atty Pugh
Statement to Atty Urban
Atty pd. 20.00

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

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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

COPY

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

(xx) 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.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 (xx) Default
 ☐ Verdict
 ☐ Arbitration
 Award

Prothonotary

By: 
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

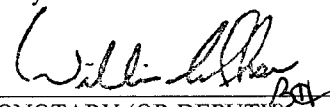
(xx) Assumpsit Judgment in the amount
 of \$2,192.37 plus costs.

() Trespass Judgment in the amount
 of \$_____ plus costs.

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
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of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 (xx) Default
 ☐ Verdict
 ☐ Arbitration
 Award

Prothonotary

By: 
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

NON-MILITARY AFFIDAVIT

vs.

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.

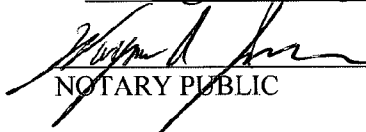
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, VICKI F KOWALSKI is not in the military service.

Further Affiant sayeth naught.

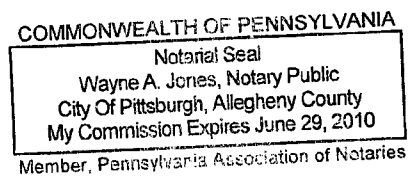


AFFIANT

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. Snavelly-Dixon

Mary M. Snavelly-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

Copy

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)

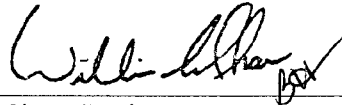
Entry: \$20.00

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