07-1970-CD
CACV of CO vs Gloria Hudson

FILED

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William A. Shaw
Prothonotary/Clerk of Courts
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CACV of Colorado, LLC
(Plaintiff)
4340 S. MONACO STREET- 2ND FLOOR
(Street Address)
DENVER, CO 80237
(City, State ZIP)

CIVIL ACTION

No. 2007-1970-CD

Type of Case: CIVIL

Type of Pleading: COMPLAINT

VS.

GLORIA HUDSON
(Defendant)
893 LARSON ROAD
(Street Address)
CLEARFIELD, PA 16830
(City, State ZIP)

Filed on Behalf of:
Plaintiff
(Plaintiff/Defendant)

HARRISON ROSS BYCK, ESQ.
(Filed by)
229 PLAZA BLVD - SUITE 112
MORRISVILLE, PA 19067
(Address)
215.428.0666
(Phone)
Harrison Ross Byck, Esq.
(Signature)

Sept. 29, 2008 Document Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~ for service.
William A. Shaw GK
~~Deputy~~ Prothonotary

Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard
Suite 112
Morrisville, Pennsylvania 19067
1-888-275-6399/(215) 428-0666
Attorney for Plaintiff

CACV OF COLORADO, LLC 4340 S. Monaco Street- 2ND FLOOR DENVER, CO 80237 :	COURT OF COMMON PLEAS CLEARFIELD COUNTY
Plaintiff, :	
Vs. :	No.: 2007-1970-CD
GLORIA HUDSON : 893 LARSON ROAD CLEARFIELD, PA 16830-4138 :	
Defendant(s). :	

COMPLAINT

To: GLORIA HUDSON
893 LARSON ROAD
CLEARFIELD, PA 16830-4138

NOTICE

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

LAWYER REFERRAL SERVICE
PENNSYLVANIA LAWYER REFERRAL SERVICE
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 51
(800) 692-7375

AVISO

Le han dernandado a usted en ia corte. Si usted quiere defenderse de estas demandas expuestas en las pagins siguientes. Usted tiene veinte (20) dias de plaza al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia excrita o en persons o con abogado y entregar o sus objecciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corta tomara medidas y puede continuar la demada en contra suya sin previo Avisa o notificion. Ademas la corte puede decidie a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedas o otros derechos imporrantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSOAN O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICE DE REFERENCIA LEGAL
PENNSYLVANIA LAWYER REFERRAL SERVICE
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 51
(800) 692-7375

Plaintiff, CACV OF COLORADO, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) GLORIA HUDSON, avers the following:

1. Plaintiff, CACV OF COLORADO, LLC, is a Colorado limited liability company doing business at 4340 S. Monaco Street; Denver, Colorado 80237.

2. Defendant, GLORIA HUDSON, is an individuals residing at 893 LARSON ROAD; CLEARFIELD, PA 16830-4138.

3. Defendant, GLORIA HUDSON, is indebted to CHASE MANHATTAN BANK on an account stated by and between them in the amount of $3,107.94 which balance was due and unpaid as of October 31, 2004 for credit card account number 4225 8130 8052 3373. <Exhibit A>

4. On or about November 8, 2004, Chase Manhattan Bank sold the debt for good and valuable consideration to plaintiff, CACV OF COLORADO, LLC. <Exhibit B>

5. Defendant (s) GLORIA. HUDSON last tendered a payment on this account on or about July 9, 2004 for $100.00.

6. A copy of the credit card agreement is attached hereto. <Exhibit C>

7. Plaintiff is entitled to charge-off account finance charges of $-0-. <Exhibit A>

8. Plaintiff is entitled to pre-litigation charge-off interest of $2.04 per day from the default date (24 annual percentage rate x $3,107.94/ 365 days) or $2.04 x 600 days = $1,226.15, which is accrued interest through the date of filing, plus an award of late fees of $-0-, plus court costs $185.00 and reasonable attorneys fees of $300.00. <Exhibit A>

9. The defendant, being indebted to the plaintiff in the sum or$4,819.09 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of $4,819.09 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for$4,819.09 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: November 7, 2007

Harrison Ross Byck

EXHIBIT A

Jun 26 2007

ACCOUNT NUMBER: 4225 8130 8052 3373

PAYMENT DUE DATE	NEW BALANCE	MINIMUM DUE
11/13/2004	$3,107.94	$2,359.94

Facsimile Copy

3080

GLORIA HUDSON
PO BOX 156
KYLERTOWN PA 16847-0156

CHASE

Chase Visa®
ACCOUNT NUMBER: 4225 8130 8052 3373

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
$3,107.94	11/13/2004	$1,200	$0.00	10/19/2004

Here is your Account Summary:

	TOTAL
Previous Balance	$2,974.00
(-) Payments, Credits	0.00
(+) Purchases, Cash, Debits	70.00
(+) FINANCE CHARGES	63.94
(=) New Balance	3,107.94
Minimum Due	64.00
Past Due - Pay Immediately	388.00
Over Line - Pay Immediately	1,907.94
Minimum Payment Due	$2,359.94

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
10/19	10/19		OVERLIMIT FEE		35.00
			LATE CHARGE - MIN PYMT NOT RECD BY DATE		35.00
			Total of your credits and charges	0.00	70.00

FAILURE TO MAKE PAYMENT HAS DAMAGED YOUR CREDIT RATING. WE WANT TO WORK WITH YOU TO REBUILD YOUR CREDIT. CALL TODAY TO GET STARTED.

Here's how we determined your Finance Charge*:

Days in Billing Cycle: 29

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC/MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.07326%	$261.67	$5.56	$5.56	26.74%	26.74%
Purchases	0.07326%	$2,747.86	$58.38	$58.38	26.74%	26.74%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer Service 24 hours a Day, 7 days a week, toll-free, at 1-800-645-7444 or write P.O. BOX 15583, Wilmington, DE 19886-1194. Para Servicio al Cliente en Español: 1-800-545-0464.

EXHIBIT B

CERTIFICATE OF PURCHASE

I, ~~Dawn Rannells~~, hereby depose and state that:

1. I am an Authorized Agent of CACV OF COLORADO, LLC, a Colorado Limited Liability Company.

2. As such, I am authorized to give this Certificate, and possess sufficient personal knowledge to do so regarding:

Customer Name:	GLORIA HUDSON
Original Creditor:	CHASE MANHATTAN BANK
Account Number:	4225813080523373

3. On or about November 8, 2004 this account was sold by the original creditor. CACV OF COLORADO, LLC is the current owner of the account and purchased the account for good and valuable c o n s i d e r a t i o n .

Date: SEP 1 8 2007

By: Dawn

Sworn and subscribed to before me this 18th day of September 2007.

Notary Public

STEPHANIE MORRIS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 05/22/2011

My Commission Expires:

PA 7.27.07

EXHIBIT C

M-51966

pril, 2002

IMPORTANT NOTICE ABOUT YOUR MASTERCARD® OR VISA® CREDIT CARD ACCOUNT

The Cardholder Agreement governing your Account is being replaced by the new Cardmember Agreement (the "Agreement") included in this Notice. The new terms of the Agreement will be effective for billing cycles beginning on and after May 9, 2002. For your convenience, we have summarized below the most important of those new terms. Those summarized new terms are also underlined in the new Agreement. However, if the new terms involve an entire paragraph or section, we have put an asterisk before the heading and underlined it rather than underline the entire paragraph or section. Please read the information after the summary below to understand your rights to choose not to accept those new terms. All other terms in the new Agreement will automatically apply to your Account on the effective date. Once the terms go into effect, they will apply to existing balances and any future balances and transactions on your Account. Please note that some of the terms described in this Notice may already apply to your Account.

New terms.

- **Minimum payment.** The Minimum Payment will be the greater of 2% of the new balance ($10 minimum) or the total finance charge on your monthly statement.
- **Governing Law.** Your Agreement will be governed by the laws of the United States and the State of Delaware.
- **Calculation of Finance Charge for Balance Transfers, Advances and Purchases.** Subject to the terms of the Grace Period for Purchases, we have the right to choose when your Finance Charges begin to accrue on Purchases, Advances and Balance Transfers, on the date of each transaction, from the beginning of the billing cycle during which we receive them or the date they are posted to your Account. The Purchases, Advances and Balance Transfer average daily balance (including new transactions) calculations that determine the balances to which the applicable daily periodic rate is applied will provide that an amount equal to the previous day's ending balance multiplied by the applicable daily periodic rate will accrue on and be added to your Account balances each day. Further, unpaid Finance Charges, fees and other charges from previous billing cycles will be included in the appropriate beginning balances in the calculation of daily balances each day.
- **Grace period.** The grace period to avoid Finance Charges on Purchases will be not less than 22 days.
- **Variable rates.** For any variable rate on your Account, the variable rate index will be the index disclosed in the Pricing Schedule. This index is tied to the highest Prime Rate published in *The Wall Street Journal* on the last business day of each calendar month, and changes in the index are effective from the first day of the billing cycle that closes in the next calendar month.

- **Minimum Finance Charge.** There is a minimum Finance Charge of 50 cents on Purchases. If a Finance Charge for Purchases is imposed.
- **Preferred Customer Pricing Eligibility.** Your Account will be reviewed *monthly* to determine if it is in good standing and the interest rates that apply to your Account. The conditions we use to determine if your Account is in good standing are contained in a section of the Agreement called "Preferred Customer Pricing Eligibility". When your Account satisfies the conditions, "Preferred" rates may apply; when it does not, a "Non-Preferred" rate applies. Existing and new balances on your Account when a Non-Preferred rate is in effect will remain subject to the Non-Preferred rate until they are paid in full. If your Account meets the conditions for Preferred rates for a time period not to exceed 12 months, it may be eligible for Preferred rates again on new transactions. The Non-Preferred rate is a variable rate fully described in the Pricing Schedule section of the Agreement. Historical information that precedes this change may be used to determine whether or not your Account meets the conditions.
- **Serious default rate.** Once your Account is considered to be six or more billing cycles past due, you may be required to pay interest at the rate of 2% a month on the unpaid balance.
- **Fees.**

-There will be a transaction fee for Advances (3%, $5 minimum) and Balance Transfers ($50 maximum).
-The late payment fee will be $15, $29 or $35, depending on the previous balance on your monthly statement that shows the late payment fee and also whether or not a Non-Preferred interest rate is in effect.
-A declined check fee of $29 will be imposed for each Advance or Balance Transfer check that cannot be processed because of an overline, delinquency or closed condition on your Account.
-The stop payment fee, overlimit fee and returned payment fee will be $29.
-The copy fee will be $5 for copies of documents that you request ($10 fee for each original sales slip).
-A phone pay fee of $12 will be charged for payments on your Account that we make on your behalf, and a card replacement fee of $10 will be charged for special services related to replacement cards such as their expedited delivery.

- **Arbitration.** The Arbitration Agreement section provides you and us with a choice of three arbitration administrators, contains a small claims exemption, provides for the advancement of certain costs to file an arbitration, permits a right of appeal in limited circumstances, and contains other differences from your existing arbitration terms. Review the entire Arbitration Agreement to fully understand the differences.

Your rights regarding the new terms above that you can choose not to accept.

The new terms described above will not become effective if you send us a written letter that you choose not to accept them. You may choose not to accept the new Arbitration Agreement, any of

the other new terms listed above (the "Other New Terms"), or both. If the only choice you make is not to accept the new Arbitration Agreement, your Account will remain open. If you do not accept the Other New Terms, your Account will be closed to further use (if it is not already closed). In any event, we must receive your letter no later than May 2, 2002. In your letter please include your name, address, and a statement that you do not want the Arbitration Agreement, the Other New Terms, or both, to apply to your Account. If you do not specify which new terms you choose not to accept, we will assume that you chose not to accept both the Arbitration Agreement and the Other New Terms and your Account will be closed. Your letter must be mailed to Cardmember Services, P.O. Box 15768, Wilmington, DE 19850-5768. We must receive your written letter by the time indicated and at the address indicated or your choice(s) will not be effective; it is not sufficient to telephone us. If your letter is received by May 2, 2002 and you do not accept the Other New Terms, those new terms will not apply to your Account and you must pay off any outstanding balances on your Account in accordance with the payment and other applicable terms of your existing Cardholder Agreement and this Agreement.

(Actual) MASTERCARD® and VISA® CARDMEMBER AGREEMENT

GENERAL TERMS

1. **Meaning of Words Used In This Agreement.** "Agreement" means this document (which has a binding arbitration provision that may affect your right to go to court, your right to a jury trial, and your right to participate in a class action or other representative action) and the Pricing Schedule (which appears at the end of this Agreement), as either may be amended from time to time. In this Agreement, "you," "your" or "yours" means each person who applied for the Visa or MasterCard Account. "We," "us" or "our" means Chase Manhattan Bank USA, National Association. "Account" means the Visa or MasterCard Account for which you were issued cards and checks imprinted with your Account number. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard card(s) issued in connection with your Account. "Check" means Chase Convenience Checks "ATM" means Automated Teller Machine. "Our check" means a check drawn on us or one of our affiliates. "Seller" means any merchant, insurance company or its agent or broker.
2. **Services of This Account.** This Account may be used for Purchases from any Seller that accepts the Card and for Advances. You agree not to make or permit to be made any illegal transactions on your Account through the use of a Card, a Check or any other manner.
3. **To Use Your Card.** You must sign the panel on the back of your Card. Authorized Users of any additional Card(s) should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you let the Seller complete the sales slip for you.

4. **Your Responsibilities for This Account.** You are responsible for all amounts owed on this Account, whether charged by you, a person whom you permit to obtain credit on your Account (such as by lending a person your Card), or any other person using a Card or your Account with actual, implied or apparent authority. You agree that anyone who is issued a Card for your Account (or anyone to whom you lend or give your Card) is authorized to make charges to your Account to the same extent as you and we are not responsible for controlling such use of your Account. Such authority will continue until you revoke it by notifying us, obtaining the Card in your physical possession, and if it is a Card issued to an Authorized User, by also cutting it in half. If you receive a benefit from the use of your Card or Account by another person, such use will not be considered unauthorized. We may require Authorized Users to repay the amount owed for the charges they make.

5. **Your Credit Line.** Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount over your credit line. We may change your credit line or separate the amount of your credit line into available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. **Overlimit Fee.** If your Account balance (including any Finance Charges and any fees and charges owed on your Account) is over your credit line at any time during a billing cycle, there will be an Overlimit Fee as disclosed in the Pricing Schedule. <u>This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle that you are over your credit line even if we authorize the transaction that causes your credit line to be exceeded.</u>

7. **Annual Fee.** If there is an Annual Fee for the Account, you will be billed the Annual Fee disclosed in the Pricing Schedule whether or not you have used the Account. If your Annual Fee has been waived, it will be billed when the waiver period has ended, and will then continue to be billed on an annual basis. The Annual Fee is non-refundable.

8. **Payments.** All payments must be made and received by us in accordance with the payment instructions that appear on or with your monthly statements and accompanying envelopes. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. In our sole discretion we will decide how to apply your payments. Although we post your payments as of the business day we receive them as described on your statements, your Total Available Credit may not be restored for up to 15 days after we post your payment. Any payment check which you send us for less than the full balance due that is marked "paid in full" or with a similar notation or that you otherwise tender in full satisfaction of a disputed amount (conditional payments), must be sent to us at the conditional payments address listed on your monthly statement. We reserve all our rights regarding such checks. For example, if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance. We may refuse to accept any such check by returning it to you, not cashing it or by destroying it. All other payments should be sent to the regular payment address shown on your monthly statements.

9. <u>**Immediate Phone Payment Fee.**</u> We may in our discretion permit you to make payments by authorizing us on your behalf to transfer funds from a deposit or other account to your Account. For each such payment, you will be charged an Immediate Phone Payment processing fee in the amount disclosed in the Pricing Schedule.

10. <u>**Returned Payment Fee.**</u> You will be charged the fee disclosed in the Pricing Schedule for each check or payment instrument given in payment which is returned to us or which we cannot process under our normal operating procedures.

11. **Minimum Payment.** You may pay either the Minimum Payment or any amount over that up to the New Balance. Your Minimum Payment must be in accordance with our payment instructions and received by the time of day on the Payment Due Date shown on your statement. <u>Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute (see Billing error notice) and multiplying that amount by the minimum payment percentage shown in the Pricing Schedule.</u> If the resulting amount is more than the minimum payment minimum dollar amount shown in the Pricing Schedule, it will be reduced to the next lowest dollar. If the resulting amount is less than that minimum payment minimum dollar amount, it will be increased to that minimum payment minimum dollar amount. <u>If the Minimum Payment as calculated herein is less than the Total Finance Charge as shown on your statement, your Minimum Payment for that statement instead will equal the total Finance Charge (rounded up to the nearest dollar).</u> We add to your Minimum Payment any Past Due Amounts and, at our option, any amounts in excess of your credit line. The Minimum Payment will never be more than the New Balance.

12. <u>**Late Payment Fee/Charge.**</u> There will be a Late Payment Fee/Charge in the amount disclosed in the Pricing Schedule if we do not receive in accordance with our payment instructions the Minimum Payment by the time of day on the Payment Due Date shown on your monthly statement.

13. **If Your Cards or Checks are Lost or Stolen.** If someone uses your Card(s) or Checks without your permission or if they are lost or stolen, contact us immediately. You may call or write. Call toll free 1-800-441-7681 anytime from all 50 states, Washington, D.C., Puerto Rico, and the U.S. Virgin Islands. For all other locations call 813-884-2997 collect. Write to: P.O. Box 15919, Wilmington, DE 19850-5919. You may be liable for the unauthorized use of your Card(s) in an amount not to exceed $50 in any case where your Card(s) are lost or stolen and you fail to contact us within twenty-four (24) hours. You will not be liable for such unauthorized use if you contact us in the manner described immediately above within the twenty-four (24) hour time limit or before the unauthorized use occurs.

14. <u>**Card Replacement Fee.**</u> You may be charged a Card Replacement fee in the amount disclosed in the Pricing Schedule for any special services such as obtaining any Card on an expedited basis.

15. **If Your Card or Check Is Refused.** We are not responsible if a Seller, Bank or ATM refuses to honor your Card or Check. Although you may have credit available, we may not authorize credit for a particular transaction due to operational difficulties or, in our discretion, for any other appropriate reason.
Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the authorization system works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is overlimit or delinquent, credit authorization for transactions may be declined.

16. <u>**Monthly Statements.**</u> Each month there is a debit or credit balance of more than $1 or a Finance Charge has been imposed on your Account, we will mail you a statement.

17. <u>**Copy Fee.**</u> You will be charged the fee disclosed in the Pricing Schedule for each original or copied sales slip, copied statement, and copy of any other record or document that you request. The fee is not owed if a request for such record or document reveals a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

18. **Billing Errors.** If you have a dispute about your Account, notify us as soon as possible. Please read the Billing Error notice. This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us. If any adjustment is made, we will credit your Account.

19. <u>**Currency Conversion.**</u> If you effect a transaction with your MasterCard card or Visa card in a currency other than U.S. dollars, MasterCard International Incorporated or Visa International, as appropriate, will convert the charge into a U.S. dollar amount. MasterCard International or Visa International will use its conversion procedure, which is disclosed to institutions that issue MasterCard cards or Visa cards, respectively. Currently, the currency conversion rate used by MasterCard International or Visa International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated rate or a wholesale rate determined by MasterCard International or Visa International, as appropriate, for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International and Visa International, respectively. The currency conversion rate used by MasterCard International or Visa International on the date your transaction is processed by MasterCard International or Visa International may differ from the rate that would have been used on the purchase or transaction date or the cardholder statement posting date. The adjustment factor that is part of the currency conversion rate is one percent, but may be changed from time to time by MasterCard International or Visa International, respectively. For each such transaction converted into a U.S. Dollar amount that must be converted back into a foreign currency because of a refund or other reversal of the transaction, the same currency conversion rate formula and procedures will be used.

20. Foreign Currency Transaction Fee. For each transaction in a foreign currency, we will charge a foreign transaction fee equal to the percentage amount shown in the Pricing Schedule multiplied by the converted transaction amount. This fee may be abbreviated as "For. Tran. Fee."

21. Authorization to Provide Information. You authorize us to provide certain information on you and your Account to our affiliates and others, including any company whose name or mark may appear on the Cards. Complete details regarding our rights to share information and your right to opt-out of certain information being shared is provided to you when you first receive an Agreement and at least once each calendar year thereafter.

22. Disputing Account Information Reported to Credit Bureaus. We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing us at P.O. Box 15823, Wilmington, DE 19850-5823.

23. Changing the Terms of This Agreement. We may change any of the terms of this Agreement, including without limitation by adding new terms or by deleting or modifying existing terms. We will notify you of any such changes as required by law. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

24. Default and Collection Costs. Your Account will be in default and we can require that the total outstanding balance be paid if: (1) you fail to pay any amount owed under this Agreement when due; (2) you exceed the credit limit in effect on your Account; (3) you do not follow the terms of this Agreement; (4) your ability to pay us is materially impaired (including, but not limited to, bankruptcy or insolvency proceedings that are initiated by or against you); or (5) you default on any other loan or credit obligation you have with us or another creditor. We do not have to notify you or demand payment in order to take this action. If you are in default, we may, as permitted by law: cancel your credit privileges and require you to pay the unpaid balance immediately; require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and require you to pay reasonable attorney's fees, any court costs and other collection costs incurred by us in the collection of any amounts you owe under this Agreement.

25. Cancellation. We may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be changed or cancelled at any time without notice or refund.

26. Governing Law. This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any term in this Agreement will be resolved by those laws.

27. Telephone Monitoring. You agree that your telephone communications with us may be monitored and recorded to improve customer service and security.

28. Delayed Enforcement. We may delay enforcing or not enforce any of our rights under this Agreement without losing any of them.

29. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

30. Consumer Reports. We may obtain consumer credit reports from credit bureaus on you at any time in connection with any extension of credit on your Account, to review your Account, or for other permitted purposes.

SPECIAL RATES

1. Special Rates. From time to time, we may offer you special Periodic Rates and terms on your Account, either for balance transfer transactions using special checks or other written request forms we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rate offers. If we do, we will advise you of the special rates, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. The terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard Preferred Pricing will apply, if you fail to make any required minimum payment by the Payment Due Date. You may lose regular/standard Preferred Pricing and Non-Preferred Pricing will apply, if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement.

2. Balance Transfer Transactions. Balance Transfer transactions are treated as Purchases, except as noted in this Agreement or any offer we make to you. These transactions will not be eligible for the grace period for Purchases, except as stated in the terms of any Balance Transfer offer made to you. We may identify Balance Transfers and the related promotional balances by different terms such as "Transferred Balance" or "Balance Transfer." If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any JPMorgan Chase bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer, is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer we make you, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

3. Transaction Fee for Balance Transfer Transactions. For each Balance Transfer transaction described in any offer we may make to you, we may charge a Transaction Fee FINANCE CHARGE in the amount disclosed in the Pricing Schedule. This fee may be reduced in our sole discretion in any offer we make to you. Transaction Fees are part of the Finance Charge. The addition of Balance Transfer Transaction Fees may cause the Annual Percentage Rate for Balance Transfer transactions to exceed the nominal Annual Percentage Rate shown on your statement.

TERMS FOR ADVANCES

1. Advances. An Advance is a cash loan or similar transaction. You may take an Advance as follows: 1) Using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not certify these Checks. 2) Using any of our ATM's or any ATM, which may be provided for your use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card. 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions, which we may treat as Advances, including but not limited to wire transfers, money orders, traveler's cheques, gaming transactions, and tax payments. Advances may also be referred to as Cash Advances or Cash.

2. Declined Check Fee. You will be charged the fee disclosed in the Pricing Schedule for each Check or Balance Transfer check issued which cannot be processed because you are over your credit line, or would be if such check were processed, or your Account is delinquent or closed.

3. Stop Payment Fee. You will be charged the fee disclosed in the Pricing Schedule for each request you make for us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be liable in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

4. Limits on Advances. For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. Service Charge/Transaction Fee for Advances. For each Advance, there will be a Transaction Fee as disclosed in the Pricing Schedule. Any minimum and maximum Transaction Fees are also disclosed in the Pricing Schedule. The total amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

6. Our Responsibilities to Honor Checks. We may not accept your checks if: 1) by paying a Check or our check you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been cancelled or has expired. If a postdated check is paid and as a result any other check is returned or not paid, we are not responsible. You may not use a Check to pay any amount you owe under this Agreement.

TERMS FOR PURCHASES

You may use your Account to purchase or lease goods and services, or for lodging services when making guaranteed reservations or advance deposits.

TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

1. Calculation of Finance Charge for Balance Transfers, Advances and Purchases. That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Subject to the grace period for Purchases described below, Finance Charges accrue on Purchase, Advance and Balance Transfer transactions and fees beginning on the date the transaction occurs or on the first day of the billing cycle it is received by us (whichever is later) or, at our option, the date the transaction is posted to your Account. Finance Charges continue to accrue until payment in full is received.

We determine each of the average daily balances as follows. For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles), and add any new Balance Transfers, Advances, Purchases, or other debits to the appropriate balance. We also add to each such balance an amount equal to the previous day's ending balance of Balance Transfers, Advances or Purchases multiplied by the applicable daily Periodic Rate (or if more than one rate could apply depending on the average daily balance reaching a certain level, the lowest applicable rate). We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchase balance, except for any

Transaction Fee that is added to the appropriate Purchase, Advance or Balance Transfer balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate will equal 1/365th of the Annual Percentage Rate. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to any Transaction Fees to get the combined amount of FINANCE CHARGE shown on your monthly statement. For Purchases only, there is a minimum FINANCE CHARGE of fifty cents ($.50) if a Finance Charge for Purchases is imposed.

There will not be a periodic rate Finance Charge on Purchases if we receive payment for the "New Balance" by the time of day on the "Payment Due Date" shown on the monthly statement. (This is known as the "grace period.") You may also avoid Finance Charges for new Purchases for the first billing cycle in which they are posted to your Account if that cycle began with a "Previous Balance" of zero or the "Previous Balance" is reduced to zero by credits or payments we receive by the time of day on the "Payment Due Date" shown on your previous monthly statement. Payments must be in accordance with our payment instructions. There is no grace period for Balance Transfers unless the terms of the Balance Transfer offer state there will be a grace period, and for Advances.

2. Periodic Rates. The daily Periodic Rates applied to the Balance Transfers, Purchases and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes "Variable Rate Index and Margin" information for a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the "Preferred Customer Pricing Eligibility" section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the "Preferred" rates may apply; when it does not, the "Non-Preferred" rates apply. If different Periodic Rates apply to balances incurred before and after a certain date or transaction, we may identify such balances in promotional offers, on statements or otherwise using terms such as "Current" or "New" to refer to balances subject to promotional rates or new transactions, and "Prior" or "Old" to refer to balances subject to regular rates or existing balances. For example, different rates may apply to balances incurred before and after the date a Balance Transfer subject to a promotional rate offer posts to your Account, or to balances incurred before

and after your Account becomes eligible for Preferred rates after a Non-Preferred rate was in effect. If the Periodic Rate for one type of balance on your Account is the same as the Periodic Rate for another balance, we may combine them and refer to those combined balances as Purchases, Balance Transfers or Advances as applicable.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see the Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an Index (the "Index") to which we add a margin. The Index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in *The New York Times* or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Balance Transfers, Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. If "Preferred" and "Non-Preferred" rates appear in the Pricing Schedule, this section applies to your Account. Your Account will be reviewed every month on your Statement Closing Date to determine its continued eligibility for the Preferred or Non-Preferred rates. On each monthly review, we may change your interest rates and impose a Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) described in your Agreement for each occurrence when you do not meet the conditions described below to be eligible for Preferred rates. Any changes in your interest rates as a result of the monthly reviews for Preferred or Non-Preferred rates will be effective with the billing cycle ending on the review date.

To be eligible for Preferred rates, the following conditions must be met as of the review date: you have made at least the required minimum payments when due on your Account and on all other loans or accounts with us and your other creditors; the credit limit on your Account has not been exceeded; and any payment on your Account has not been returned unpaid.

If you do not meet all of these conditions, then you will be in default under this Agreement and your Account may lose its

Preferred rates. In this event, a Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) will apply to all existing and new balances on your Account and these balances will remain subject to a Non-Preferred rate until they are paid in full. When we review your Account in subsequent monthly reviews, your Account may again be eligible for Preferred rates for new Purchases, new Balance Transfers and new Advances if, for a time period not to exceed 12 months, the following conditions are met: your Account is open, you have made the required minimum payments when due on your Account and on all other loans or accounts with us and your other creditors, the credit limit on your Account has not been exceeded and any payment on your Account has not been returned unpaid. Notwithstanding the above, we may waive our rights, such as our right to enforce a Non-Preferred rate on existing and new balances until paid in full or to enforce any minimum Non-Preferred rate. However, if we do waive any of our rights and there is another occurrence when you do not meet the conditions described above to be eligible for Preferred rates, we may again impose a Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) on all existing and new balances until they are paid in full.

We may obtain consumer credit reports from credit bureaus on you at any time in the future. We may use the reports and their contents, as well as information about your Account including its payment and/or usage history and your other relationships with us and our affiliates, to review your Account including for the purposes of determining its eligibility for Preferred rates and of establishing the Non-Preferred rates that may apply to your Account.

ARBITRATION AGREEMENT

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION AGREEMENT CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THAT IS COVERED BY THIS ARBITRATION AGREEMENT THROUGH ARBITRATION EVEN IF YOU WOULD PREFER TO LITIGATE THE CLAIM IN A COURT. YOU ARE GIVING UP RIGHTS YOU MIGHT HAVE TO LITIGATE SUCH CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION, MAY NOT BE AVAILABLE IN ARBITRATION OR MAY BE MORE LIMITED. CERTAIN CLAIMS BY EITHER OF US AGAINST THE OTHER SEEKING UP TO $25,000, EXCLUDING INTEREST, COSTS AND FEES, MAY BE RESOLVED BY LITIGATION AND NOT ARBITRATION.

1. **Binding Arbitration.** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

2. **Claims Covered.** Any claim or dispute ("Claim", which term may refer to more than one claim as is appropriate for the context in which it is used) by either you or us against the other, or against the employees, agents, or assigns of the other arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account, will, at the election of either you or us, be resolved by binding arbitration. This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law such as respondeat superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. As used in this Arbitration Agreement, the term "Claim" is to be given the broadest possible meaning.

Notwithstanding the foregoing, a Claim may be resolved by litigation and is not subject to arbitration under this Arbitration Agreement if (1) the only remedy that will be sought by either of the parties is monetary damages; (2) neither party will seek a recovery in excess of $25,000, excluding interest, costs and fees; and (3) the only parties to the litigation will be you and us. If one party wants a Claim to be resolved by arbitration, but the other party believes the Claim may be litigated subject to this small claims exception, the party seeking arbitration may require reasonable assurance from the other party that the conditions are true and that the party wishing to resolve the Claim by litigation will take no action now or in the future to change the nature of the Claim so that it would no longer meet the conditions of this small claims exception. If such reasonable assurance is not provided, the party seeking such assurance may require the Claim to be resolved by arbitration.

As used in this Arbitration Agreement, the term "Claims" includes claims that arose in the past, or arise in the present or the future. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us. This means that even if a class action lawsuit or other representative action, such as those in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to arbitration if you or we so elect. Claims subject to arbitration include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties.

For the purposes of this Arbitration Agreement, "we" and "us" means Chase Manhattan Bank USA, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

3. **Initiation of Arbitration.** The party filing an arbitration must choose one of the following three arbitration administrators: American Arbitration Association; JAMS; or National Arbitration Forum. However, if we elect an administrator, you will have ten days after receiving notice of our election to request that the arbitration be conducted pursuant to rules of one of the other two arbitration administrators. To exercise your choice, you must notify us of your choice by writing us at P. O. Box 15933, Wilmington, DE 19850-5933. Send us a copy of the notice you received and state which of the other two arbitration administrators you choose. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected administrator by an impartial third party chosen in accordance with this Arbitration Agreement and rules of the selected administrator. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605
Web site: www.adr.org
800-778-7879

JAMS
1920 Main Street, Suite 300
Irvine, CA 92610
Web site: www.jamsadr.com
800-352-5267

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
Web site: www.arbitration-forum.com
800-474-2371

4. Procedures and law applicable in arbitration. A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years experience or a retired or former judge. The arbitrator will be selected in accordance with the rules of the arbitration administrator. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer Account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. The arbitrator may award punitive damages or attorney fees, if such damages are authorized by law. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

5. Costs. At your written request, we will advance any reasonable arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration up to the amount of $500. We will reimburse you for the initial fee if you paid it and you prevail on your Claim. If there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

6. Enforcement, finality, appeals. You or we may bring an action including a summary or expedited motion to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if any such Claims are part of a lawsuit. Failure or forbearance to enforce this Arbitration Agreement at any particular time, or in connection with any particular Claims, will not constitute a

waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing. The arbitrator's decision will be final and binding, except for any right of appeal under the FAA. In addition, the non-prevailing party may appeal any award that exceeds $100,000 or that includes an award of punitive damages. Any request for an appeal must be filed in writing with the same arbitration administrator within 30 days of the receipt by the non-prevailing party of notice of the original award. The appeal shall be heard before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the majority vote. The cost of the appeal imposed by the arbitration administrator shall be borne by the appealing party. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

7. Severability, survival. This Arbitration Agreement shall survive: (i) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party; and (iii) any transfer, sale, or assignment of your Account, or any amounts owed on your Account, to any other person. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Billing Rights. The Billing Rights notice that contains important information about your rights and our responsibilities under the Fair Credit Billing Act will not change from what was disclosed to you under your existing terms, and accordingly that Notice is incorporated herein by reference. Your monthly billing statements also contain a Billing Rights notice.

***PRICING SCHEDULE**

Minimum Payment:
greater of 2% ($10 minimum) or total Finance Charge on monthly statement

FINANCE CHARGES:
Periodic Rate FINANCE CHARGES:
Preferred:
Purchases:
Daily Periodic Rate: .02737%*
Nominal ANNUAL PERCENTAGE RATE: 9.99%*
Variable Rate Index & Margin: Prime Rate* + 5.24%

Advances:
Daily Periodic Rate: .05477%*
Nominal ANNUAL PERCENTAGE RATE: 19.99%*
Variable Rate Index & Margin: Prime Rate* + 11.99%

Advances: Preferred rate not lower than 19.99% APR (daily periodic rate .05477%)

Non-Preferred:
Purchases, Balance Transfers and Advances:
Daily Periodic Rate: .06299%*
Nominal ANNUAL PERCENTAGE RATE: 22.99%*
Variable Rate Index & Margin: Prime Rate* + 14.99%
Non-Preferred rate not lower than 22.99% APR (daily periodic rate .06299%)

Minimum Purchases FINANCE CHARGES: 50¢
Transaction Fees FINANCE CHARGES:
3% per Advance ($5 minimum)
$50 per Balance Transfer

Other Fees and Charges:

Late Payment Fee:	Previous Balance	Late Fee
	up to $150.00	$15
	$150.01 up to $1,200.00	$29
	$1,200.01 or greater	$35
	Non-Preferred rate in effect	$35

(Late fee based on Previous Balance on statement that shows late fee)

Overlimit Fee:	$ 29
Returned Payment Fee:	$ 29
Declined Check Fee:	$ 29
Stop Payment Fee:	$ 29
Phone Payment Fee:	$ 12
Card Replacement Fee:	$ 10
Copy Fee:	$ 5 per copy; $10 per original sales slip

Foreign Currency Transaction Fee: 2% of the converted amount

Note: The Annual Fee (if any) will remain the same as under your existing terms.

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*Estimated rate as of last business day of March, 2002

*Prime Rate (the "Index") is the highest prime rate published in the "Money Rates" table of *The Wall Street Journal* on the last business day of each calendar month ("Determination Date"). Changes in the Index will be effective from the first day of the billing cycle that closes in the calendar month following the Determination Date.

Any interest rates or fees in the Pricing Schedule that are the same as under your existing terms are incorporated by reference into the Pricing Schedule.

M-51968

American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, Web site: www.adr.org, 800-778-7879; or

National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, Web site: www.arbitration-forum.com, 800-474-2371

Procedures and law applicable in arbitration. A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years experience or a retired or former judge. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer Account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. If the law authorizes such relief, the arbitrator may award punitive damages or attorney fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

Costs. We will reimburse you for the initial arbitration filing fee paid by you up to the amount of $500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

Enforcement, finality, appeals. Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Each party will bear their own fees, costs and expenses for any appeal, but a party may recover any or all fees, costs and expenses from another party, if the majority of the panel of arbitrators, applying applicable law, so determines. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

Severability, survival. This Arbitration Agreement shall survive: (i) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf; and (iii) payment of the debt in full by you or by a third party. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

3. **DEFAULT RATES:** If your agreement has a section titled either "**Default Rate**" or "**Preferred Customer Pricing Eligibility**", then the following applies to your account. In that section, if not so already, we are removing the provision that states that the default rate or "non-preferred" rate make take effect if you fail to make a payment when due to another creditor other than us or one of our related companies. This change does not apply if your account does not have a default or "non-preferred" rate.

If you have questions about these changes, you can call us at the number on the back of your card.

This notice informs you of changes to your agreement. Please keep it with your original Cardmember Agreement.

ADV2550 10/05

IMPORTANT NOTICE FOR CREDIT CARD CUSTOMERS ABOUT CHANGES TO YOUR CARDMEMBER AGREEMENT— PLEASE READ AND RETAIN FOR YOUR RECORDS

Dear Cardmember:

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account.

Periodically, we may change various terms and conditions associated with your account. We share this information with you in the form of a Change in Terms disclosure. **The Change in Terms disclosure below advises of upcoming changes that will be effective as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section which will be effective as early as the first day of your billing cycle that includes January 1, 2006.** These changes apply to all of your accounts with us, as applicable. We hope that you take the time to review this information carefully. Please keep this notice with your Cardmember Agreement ("agreement") for future reference.

Thank you for the opportunity to serve your credit needs. We look forward to serving those needs in the future.

SUMMARY OF CHANGES:

The changes to your agreement will take effect as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section which will take effect as early as the first day of your billing cycle that includes January 1, 2006. We have summarized below some of these changes. For complete details about all changes, please read the entire amendment. The terms described in this notice that are already in effect on your account will continue to apply. Note that some terms in your agreement may appear with initial capital letters or all lower case letters. Such terms have the same meaning. For example, "Account" means the same as "account."

1. Minimum Payment (if not so already)
The minimum payment calculation will be revised to permit the addition of certain fees and finance charges as part of the minimum payment.

2. Arbitration (if not so already)
The arbitration agreement section provides that arbitration is at the choice of either party, permits the choice of two arbitration administrators, provides for the advancement by us of certain costs to file an arbitration, permits a right of appeal to either party and contains other differences from your existing arbitration terms. Please review the entire arbitration agreement section to fully understand the differences.

3. Default Rate/Non-Preferred Rate (if not so already)
The default rate section or "preferred customer pricing eligibility" section will be revised so that the default rate or "non-preferred" rate will not apply if you fail to make a payment when due to another creditor other than us or one of our related companies.

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE ABOVE CHANGE(S):

The changes summarized above will be effective as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section that will be effective as early as the first day of your billing cycle that includes January 1, 2006. The new terms will apply to current and future balances on your account. You have the right to reject the new terms stated in this Notice. **If you wish to reject these terms, you must notify us in writing by December 22, 2005, that you wish to reject them. If you reject these terms, your account will be closed to further use (if it is not already closed).** Please include your name, address and account number on the correspondence and mail it to: Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098. If you give us notice that you wish to reject these terms, you may not make any more charges to your account. You will, however, be entitled to pay off any outstanding balances on your account in accordance with your applicable account terms. Even if you send us the notice, if you use your Card or account on or after December 22, 2005, you will be deemed to have accepted the new terms and those terms will be applied to you as if you had not sent us any notice. (If you send us the notice, please make alternate arrangements to pay any charges you have previously authorized to be made to this account, such as recurring charges.)

AMENDMENTS TO THE AGREEMENT:

In order to implement the above-described change in terms, the following changes, as applicable, will be made to your agreement:

1. **MINIMUM PAYMENT:** If not so already, the following replaces the section entitled **"Minimum Payment"**:

   Minimum Payment: You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a balance that is subject to finance charges, the sooner you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day.

   Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is $10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the largest of the following: $10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late and overlimit fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.

   Note: If your account has no pre-set spending limit (such as a Visa Signature Card or World MasterCard Card account), then the last two sentences in the second paragraph above are as follows: Otherwise, it will be the largest of the following: $10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit access line.

2. **ARBITRATION:** If not so already, the following replaces the section entitled **"ARBITRATION"** or **"ARBITRATION AGREEMENT"**:

   ARBITRATION AGREEMENT: PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED. EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED.

   Binding Arbitration. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

   Parties Covered. For the purposes of this Arbitration Agreement, "we", "us", and "our" also includes our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we", "us" and "our" shall include any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

   Claims Covered. Either you or we may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account ("Claim"). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law such as respondeat superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. This Arbitration Agreement includes Claims that arose in the past, or arise in the present or the future. As used in this Arbitration Agreement, the term Claim is to be given the broadest possible meaning.

   Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties.

   As an exception to this Arbitration Agreement, you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect.

   No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us.

   Initiation of Arbitration. The party filing a Claim in arbitration must choose one of the following two arbitration administrators: American Arbitration Association or National Arbitration Forum. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators as follows:

VERIFICATION

I, Dawn Rannells, hereby depose and state that:

The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

I am the Authorized Representative and a duly authorized representative of the plaintiff;

The factual allegations set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief, and they are that GLORIA HUDSON owes the balance of $3,107.94 to CACV OF COLORADO, LLC on previously submitted invoices, which balance is due and unpaid as if the date of the execution of this Verification.

I am aware that if any of the foregoing is willfully false, I am subject to punishment.

I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

By: ____________________

Dated: SEP 1 8 2007

____

Authorized Representative

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103501**

Case # 07-1970-CD

CACV OF COLORADO LLC

vs.

GLORIA HUDSON

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW April 14, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO GLORIA HUDSON, DEFENDANT. UNABLE TO LOCATE ADDRESS.

SERVED BY: /

FILED
01 2:55 PM
APR 14 2008
William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	5099	10.00
SHERIFF HAWKINS	HARRISON	5099	16.00

Sworn to Before me This

_______ Day of _________________ 2008

____

So Answers,

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

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

DEC 03 2007

Attest. Prothonotary/ Clerk of Courts

Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard
Suite 112
Morrisville, Pennsylvania 19067
1-888-275-6399/(215) 428-0666
Attorney for Plaintiff

CACV OF COLORADO, LLC
4340 S. Monaco Street- 2ND FLOOR
DENVER, CO 80237 :

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff, :

Vs. :

No.: 2007-1970-CD

GLORIA HUDSON :
893 LARSON ROAD
CLEARFIELD, PA 16830-4138 :

Defendant(s). :

COMPLAINT

To: GLORIA HUDSON
893 LARSON ROAD
CLEARFIELD, PA 16830-4138

NOTICE

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

LAWYER REFERRAL SERVICE
PENNSYLVANIA LAWYER REFERRAL SERVICE
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 51
(800) 692-7375

AVISO

Le han dernandado a usted en ia corte. Si usted quiere defenderse de estas demandas expuestas en las pagins siguientes. Usted tiene veinte (20) dias de plaza al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia excrita o en persons o con abogado y entregar o sus objecciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corta tomara medidas y puede continuar la demada en contra suya sin previo Avisa o notificion. Ademas la corte puede decidie a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedas o otros derechos imporrantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSOAN O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICE DE REFERENCIA LEGAL
PENNSYLVANIA LAWYER REFERRAL SERVICE
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 51
(800) 692-7375

Plaintiff, CACV OF COLORADO, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) GLORIA HUDSON, avers the following:

1. Plaintiff, CACV OF COLORADO, LLC, is a Colorado limited liability company doing business at 4340 S. Monaco Street; Denver, Colorado 80237.

2. Defendant, GLORIA HUDSON, is an individuals residing at 893 LARSON ROAD; CLEARFIELD, PA 16830-4138.

3. Defendant, GLORIA HUDSON, is indebted to CHASE MANHATTAN BANK on an account stated by and between them in the amount of $3,107.94 which balance was due and unpaid as of October 31, 2004 for credit card account number 4225 8130 8052 3373. <Exhibit A>

4. On or about November 8, 2004, Chase Manhattan Bank sold the debt for good and valuable consideration to plaintiff, CACV OF COLORADO, LLC. <Exhibit B>

5. Defendant (s) GLORIA. HUDSON last tendered a payment on this account on or about July 9, 2004 for $100.00.

6. A copy of the credit card agreement is attached hereto. <Exhibit C>

7. Plaintiff is entitled to charge-off account finance charges of $-0-. <Exhibit A>

8. Plaintiff is entitled to pre-litigation charge-off interest of $2.04 per day from the default date (24 annual percentage rate x $3,107.94/ 365 days) or $2.04 x 600 days = $1,226.15, which is accrued interest through the date of filing, plus an award of late fees of $-0-, plus court costs $185.00 and reasonable attorneys fees of $300.00. <Exhibit A>

9. The defendant, being indebted to the plaintiff in the sum or$4,819.09 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of $4,819.09 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for$4,819.09 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: November 7, 2007

Harrison Ross Byck, Esq

Harrison Ross Byck

EXHIBIT A

Jun 26 2007

ACCOUNT NUMBER: 4225 8130 8052 3373

PAYMENT DUE DATE	NEW BALANCE	MINIMUM DUE
11/13/2004	$3,107.94	$2,359.94

GLORIA HUDSON
PO BOX 156
KYLERTOWN PA 16847-0156

3080

Facsimile Copy

CHASE

Chase Visa®
ACCOUNT NUMBER: 4225 8130 8052 3373

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
$3,107.94	11/13/2004	$1,200	$0.00	10/19/2004

Here is your Account Summary:

	TOTAL
Previous Balance	$2,974.00
(-) Payments, Credits	0.00
(+) Purchases, Cash, Debits	70.00
(+) FINANCE CHARGES	63.94
(=) New Balance	3,107.94
Minimum Due	64.00
Past Due - Pay Immediately	388.00
Over Line - Pay Immediately	1,907.94
Minimum Payment Due	$2,359.94

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
10/19	10/19		OVERLIMIT FEE		35.00
			LATE CHARGE - MIN PYMT NOT RECD BY DATE		35.00
			Total of your credits and charges	0.00	70.00

FAILURE TO MAKE PAYMENT HAS DAMAGED YOUR
CREDIT RATING. WE WANT TO WORK WITH YOU TO
REBUILD YOUR CREDIT. CALL TODAY TO GET STARTED.

Here's how we determined your Finance Charge*:

Days in Billing Cycle: 29

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC/MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.07326%	$261.67	$5.56	$5.56	26.74%	26.74%
Purchases	0.07326%	$2,747.86	$58.38	$58.38	26.74%	26.74%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer Service 24 hours a Day, 7 days a week, toll-free, at 1-800-645-7444 or write P.O. BOX 15583, Wilmington, DE 19886-1194. Para Servicio al Cliente en Español: 1-800-545-0464.

EXHIBIT B

CERTIFICATE OF PURCHASE

I, Dawn Rannells, hereby depose and state that:

1. I am an Authorized Agent of CACV OF COLORADO, LLC, a Colorado Limited Liability Company.

2. As such, I am authorized to give this Certificate, and possess sufficient personal knowledge to do so regarding:

Customer Name:	GLORIA HUDSON
Original Creditor:	CHASE MANHATTAN BANK
Account Number:	4225813080523373

3. On or about November 8, 2004 this account was sold by the original creditor. CACV OF COLORADO, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: SEP 18 2007

By: ______________________

Sworn and subscribed to before me this 18th day of September, 2007.

____
Notary Public

STEPHANIE MORRIS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 05/22/2011

My Commission Expires: ______________________

PA 7.27.07

EXHIBIT C

002

M-51966

IMPORTANT NOTICE ABOUT YOUR MASTERCARD® OR VISA® CREDIT CARD ACCOUNT

Cardholder Agreement governing your Account is being
ced by the new Cardmember Agreement (the "Agreement")
ded in this Notice. The new terms of the Agreement will be
tive for billing cycles beginning on and after May 9, 2002.
your convenience, we have summarized below the most
ortant of those new terms. Those summarized new terms
also underlined in the new Agreement. However, if the new
ns involve an entire paragraph or section, we have put an
erisk before the heading and underlined it rather than
derline the entire paragraph or section. Please read the
ormation after the summary below to understand your rights
choose not to accept those new terms. All other terms in the
w Agreement will automatically apply to your Account on the
ective date. Once the terms go into effect, they will apply to
isting balances and any future balances and transactions on
ur Account. Please note that some of the terms described in
is Notice may already apply to your Account.

ew terms.

- Minimum payment. The Minimum Payment will be the greater of 2% of the new balance ($10 minimum) or the total finance charge on your monthly statement.
- Governing Law. Your Agreement will be governed by the laws of the United States and the State of Delaware.
- Calculation of Finance Charge for Balance Transfers, Advances and Purchases: Subject to the terms of the Grace Period for Purchases, we have the right to choose when your Finance Charges begin to accrue on Purchases, Advances and Balance Transfers, on the date of each transaction, from the beginning of the billing cycle during which we receive them or the date they are posted to your Account. The Purchases, Advances and Balance Transfer average daily balance (including new transactions) calculations, that determine the balances to which the applicable daily periodic rate is applied will provide that an amount equal to the previous day's ending balance multiplied by the applicable daily periodic rate will accrue on and be added to your Account balances each day. Further, unpaid Finance Charges, fees and other charges from previous billing cycles will be included in the appropriate beginning balances in the calculation of daily balances each day.
- Grace period. The grace period to avoid Finance Charges on Purchases will be not less than 22 days.
- Variable rates. For any variable rate on your Account, the variable rate index will be the index disclosed in the Pricing Schedule. This index is tied to the highest Prime Rate published in *The Wall Street Journal* on the last business day of each calendar month, and changes in the index are effective from the first day of the billing cycle that closes in the next calendar month.

- Minimum Finance Charge. There is a minimum Finance Charge of 50 cents on Purchases. If a Finance Charge for Purchases is imposed.
- Preferred Customer Pricing Eligibility. Your Account will be reviewed monthly to determine if it is in good standing and the interest rates that apply to your Account. The conditions we use to determine if your Account is in good standing are contained in a section of the Agreement called "Preferred Customer Pricing Eligibility". When your Account satisfies the conditions, "Preferred" rates may apply; when it does not, a "Non-Preferred" rate applies. Existing and new balances on your Account when a Non-Preferred rate is in effect will remain subject to the Non-Preferred rate until they are paid in full. If your Account meets the conditions for Preferred rates for a time period not to exceed 12 months, it may be eligible for Preferred rates again on new transactions. The Non-Preferred rate is a variable rate fully described in the Pricing Schedule section of the Agreement. Historical information that precedes this change may be used to determine whether or not your Account meets the conditions.
- Serious default rate. Once your Account is considered to be six or more billing cycles past due, you may be required to pay interest at the rate of 2% a month on the unpaid balance.
- Fees.

-There will be a transaction fee for Advances (3%, $5 minimum) and Balance Transfers ($50 maximum).
-The late payment fee will be $15, $29 or $35, depending on the previous balance on your monthly statement that shows the late payment fee and also whether or not a Non-Preferred interest rate is in effect.
-A declined check fee of $29 will be imposed for each Advance or Balance Transfer check that cannot be processed because of an overline, delinquency or closed condition on your Account.
-The stop payment fee, overlimit fee and returned payment fee will be $29.
-The copy fee will be $5 for copies of documents that you request ($10 fee for each original sales slip).
-A phone pay fee of $12 will be charged for payments on your Account that we make on your behalf, and a card replacement fee of $10 will be charged for special services related to replacement cards such as their expedited delivery.

- Arbitration. The Arbitration Agreement section provides you and us with a choice of three arbitration administrators, contains a small claims exemption, provides for the advancement of certain costs to file an arbitration, permits a right of appeal in limited circumstances, and contains other differences from your existing arbitration terms. Review the entire Arbitration Agreement to fully understand the differences.

Your rights regarding the new terms above that you can choose not to accept.

The new terms described above will not become effective if you send us a written letter that you choose not to accept them. You may choose not to accept the new Arbitration Agreement, any of the other new terms listed above (the "Other New Terms"), or both. If the only choice you make is not to accept the new Arbitration Agreement, your Account will remain open. If you do not accept the Other New Terms, your Account will be closed to further use (if it is not already closed). In any event, we must receive your letter no later than May 2, 2002. In your letter please include your name, address, and a statement that you do not want the Arbitration Agreement, the Other New Terms, or both, to apply to your Account. If you do not specify which new terms you choose not to accept, we will assume that you chose not to accept both the Arbitration Agreement and the Other New Terms and your Account will be closed. Your letter must be mailed to Cardmember Services, P.O. Box 15768, Wilmington, DE 19850-5768. We must receive your written letter by the time indicated and at the address indicated or your choice(s) will not be effective; it is not sufficient to telephone us. If your letter is received by May 2, 2002 and you do not accept the Other New Terms, those new terms will not apply to your Account and you must pay off any outstanding balances on your Account in accordance with the payment and other applicable terms of your existing Cardholder Agreement and this Agreement.

(Actual) MASTERCARD® and VISA® CARDMEMBER AGREEMENT

GENERAL TERMS

1. **Meaning of Words Used In This Agreement.** "Agreement" means this document (which has a binding arbitration provision that may affect your right to go to court, your right to a jury trial, and your right to participate in a class action or other representative action) and the Pricing Schedule (which appears at the end of this Agreement), as either may be amended from time to time. In this Agreement, "you," "your" or "yours" means each person who applied for the Visa or MasterCard Account. "We," "us" or "our" means Chase Manhattan Bank USA, National Association. "Account" means the Visa or MasterCard Account for which you were issued cards and checks imprinted with your Account number. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard card(s) issued in connection with your Account. "Check" means Chase Convenience Checks. "ATM" means Automated Teller Machine. "Our check" means a check drawn on us or one of our affiliates. "Seller" means any merchant, insurance company or its agent or broker.
2. **Services of This Account.** This Account may be used for Purchases from any Seller that accepts the Card and for Advances. You agree not to make or permit to be made any illegal transactions on your Account through the use of a Card, a Check or any other manner.
3. **To Use Your Card.** You must sign the panel on the back of your Card. Authorized Users of any additional Card(s) should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you let the Seller complete the sales slip for you.

4. **Your Responsibilities for This Account.** You are responsible for all amounts owed on this Account, whether charged by you, a person whom you permit to obtain credit on your Account (such as by lending a person your Card), or any other person using a Card or your Account with actual, implied or apparent authority. You agree that anyone who is issued a Card for your Account (or anyone to whom you lend or give your Card) is authorized to make charges to your Account to the same extent as you and we are not responsible for controlling such use of your Account. Such authority will continue until you revoke it by notifying us, obtaining the Card in your physical possession, and if it is a Card issued to an Authorized User, by also cutting it in half. If you receive a benefit from the use of your Card or Account by another person, such use will not be considered unauthorized. We may require Authorized Users to repay the amount owed for the charges they make.

5. **Your Credit Line.** Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount over your credit line. We may change your credit line or separate the amount of your credit line into available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. **Overlimit Fee.** If your Account balance (including any Finance Charges and any fees and charges owed on your Account) is over your credit line at any time during a billing cycle, there will be an Overlimit Fee as disclosed in the Pricing Schedule. This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle that you are over your credit line even if we authorize the transaction that causes your credit line to be exceeded.

7. **Annual Fee.** If there is an Annual Fee for the Account, you will be billed the Annual Fee disclosed in the Pricing Schedule whether or not you have used the Account. If your Annual Fee has been waived, it will be billed when the waiver period has ended, and will then continue to be billed on an annual basis. The Annual Fee is non-refundable.

8. **Payments.** All payments must be made and received by us in accordance with the payment instructions that appear on or with your monthly statements and accompanying envelopes. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. In our sole discretion we will decide how to apply your payments. Although we post your payments as of the business day we receive them as described on your statements, your Total Available Credit may not be restored for up to 15 days after we post your payment. Any payment check which you send us for less than the full balance due that is marked "paid in full" or with a similar notation or that you otherwise tender in full satisfaction of a disputed amount (conditional payments), must be sent to us at the conditional payments address listed on your monthly statement. We reserve all our rights regarding such checks. For example, if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance. We may refuse to accept any such check by returning it to you, not cashing it or by destroying it. All other payments should be sent to the regular payment address shown on your monthly statements.

9. **Immediate Phone Payment Fee.** We may in our discretion permit you to make payments by authorizing us on your behalf to transfer funds from a deposit or other account to your Account. For each such payment, you will be charged an Immediate Phone Payment processing fee in the amount disclosed in the Pricing Schedule.

10. **Returned Payment Fee.** You will be charged the fee disclosed in the Pricing Schedule for each check or payment instrument given in payment which is returned to us or which we cannot process under our normal operating procedures.

11. **Minimum Payment.** You may pay either the Minimum Payment or any amount over that up to the New Balance. Your Minimum Payment must be in accordance with our payment instructions and received by the time of day on the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute (see Billing error notice) and multiplying that amount by the minimum payment percentage shown in the Pricing Schedule. If the resulting amount is more than the minimum payment minimum dollar amount shown in the Pricing Schedule, it will be reduced to the next lowest dollar. If the resulting amount is less than that minimum payment minimum dollar amount, it will be increased to that minimum payment minimum dollar amount. If the Minimum Payment as calculated herein is less than the Total Finance Charge as shown on your statement, your Minimum Payment for that statement instead will equal the Total Finance Charge (rounded up to the nearest dollar). We add to your Minimum Payment any Past Due Amounts and, at our option, any amounts in excess of your credit line. The Minimum Payment will never be more than the New Balance.

12. **Late Payment Fee/Charge.** There will be a Late Payment Fee/Charge in the amount disclosed in the Pricing Schedule if we do not receive in accordance with our payment instructions the Minimum Payment by the time of day on the Payment Due Date shown on your monthly statement.

13. **If Your Cards or Checks are Lost or Stolen.** If someone used your Card(s) or Checks without your permission or if they are lost or stolen, contact us immediately. You may call or write. Call toll free 1-800-441-7681 anytime from all 50 states, Washington, D.C., Puerto Rico, and the U.S. Virgin Islands. For all other locations call 813-884-2997 collect. Write to: P.O. Box 15919, Wilmington, DE 19850-5919. You may be liable for the unauthorized use of your Card(s) in an amount not to exceed $50 in any case where your Card(s) are lost or stolen and you fail to contact us within twenty-four (24) hours. You will not be liable for such unauthorized use if you contact us in the manner described immediately above within the twenty-four (24) hour time limit or before the unauthorized use occurs.

14. **Card Replacement Fee.** You may be charged a Card Replacement fee in the amount disclosed in the Pricing Schedule for any special services such as obtaining any Card on an expedited basis.

15. **If Your Card or Check is Refused.** We are not responsible if a Seller, Bank or ATM refuses to honor your Card or Check. Although you may have credit available, we may not authorize credit for a particular transaction due to operational difficulties or, in our discretion, for any other appropriate reason.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the authorization system works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is overlimit or delinquent, credit authorization for transactions may be declined.

16. **Monthly Statements.** Each month there is a debit or credit balance of more than $1 or a Finance Charge has been imposed on your Account, we will mail you a statement.

17. **Copy Fee.** You will be charged the fee disclosed in the Pricing Schedule for each original or copied sales slip, copied statement, and copy of any other record or document that you request. The fee is not owed if a request for such record or document reveals a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

18. **Billing Errors.** If you have a dispute about your Account, notify us as soon as possible. Please read the Billing Error notice. This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us. If any adjustment is made, we will credit your Account.

19. **Currency Conversion.** If you effect a transaction with your MasterCard card or Visa card in a currency other than U.S. dollars, MasterCard International Incorporated or Visa International, as appropriate, will convert the charge into a U.S. dollar amount. MasterCard International or Visa International will use its conversion procedure, which is disclosed to institutions that issue MasterCard cards or Visa cards, respectively. Currently, the currency conversion rate used by MasterCard International or Visa International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated rate or a wholesale rate determined by MasterCard International or Visa International, as appropriate, for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International and Visa International, respectively. The currency conversion rate used by MasterCard International or Visa International on the date your transaction is processed by MasterCard International or Visa International may differ from the rate that would have been used on the purchase or transaction date or the cardholder statement posting date. The adjustment factor that is part of the currency conversion rate is one percent, but may be changed from time to time by MasterCard International or Visa International, respectively. For each such transaction converted into a U.S. Dollar amount that must be converted back into a foreign currency because of a refund or other reversal of the transaction, the same currency conversion rate formula and procedures will be used.

20. **Foreign Currency Transaction Fee.** For each transaction in a foreign currency, we will charge a foreign transaction fee equal to the percentage amount shown in the Pricing Schedule multiplied by the converted transaction amount. This fee may be abbreviated as "For. Tran. Fee."

21. **Authorization to Provide Information.** You authorize us to provide certain information on you and your Account to our affiliates and others, including any company whose name or mark may appear on the Cards. Complete details regarding our rights to share information and your right to opt-out of certain information being shared is provided to you when you first receive an Agreement and at least once each calendar year thereafter.

22. **Disputing Account Information Reported to Credit Bureaus.** We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing us at P.O. Box 15823, Wilmington, DE 19850-5823.

23. **Changing the Terms of This Agreement.** We may change any of the terms of this Agreement, including without limitation by adding new terms or by deleting or modifying existing terms. We will notify you of any such changes as required by law. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

24. **Default and Collection Costs.** Your Account will be in default and we can require that the total outstanding balance be paid if: (1) you fail to pay any amount owed under this Agreement when due; (2) you exceed the credit limit in effect on your Account; (3) you do not follow the terms of this Agreement; (4) your ability to pay us is materially impaired (including, but not limited to, bankruptcy or insolvency proceedings that are initiated by or against you); or (5) you default on any other loan or credit obligation you have with us or another creditor. We do not have to notify you or demand payment in order to take this action. If you are in default, we may as permitted by law: cancel your credit privileges and require you to pay the unpaid balance immediately; require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and require you to pay reasonable attorney's fees, any court costs and other collection costs incurred by us in the collection of any amounts you owe under this Agreement.

25. **Cancellation.** We may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be changed or cancelled at any time without notice or refund.

26. **Governing Law.** This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any term in this Agreement will be resolved by those laws.

27. **Telephone Monitoring.** You agree that your telephone communications with us may be monitored and recorded to improve customer service and security.

28. **Delayed Enforcement.** We may delay enforcing or not enforce any of our rights under this Agreement without losing any of them.

29. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

30. **Consumer Reports.** We may obtain consumer credit reports from credit bureaus on you at any time in connection with any extension of credit on your Account, to review your Account, or for other permitted purposes.

SPECIAL RATES

1. **Special Rates.** From time to time, we may offer you special Periodic Rates and terms on your Account, either for balance transfer transactions using special checks or other written request forms we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rate offers. If we do, we will advise you of the special rates, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. The terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard Preferred Pricing will apply, if you fail to make any required minimum payment by the Payment Due Date. You may lose regular/standard Preferred Pricing and Non-Preferred Pricing will apply, if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement.

2. **Balance Transfer Transactions.** Balance Transfer transactions are treated as Purchases, except as noted in this Agreement or any offer we make to you. These transactions will not be eligible for the grace period for Purchases, except as stated in the terms of any Balance Transfer offer made to you. We may identify Balance Transfers and the related promotional balances by different terms such as "Transferred Balance" or "Balance Transfer." If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any JPMorgan Chase bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer, is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer we make you, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

3. **Transaction Fee for Balance Transfer Transactions.** For each Balance Transfer transaction described in any offer we may make to you, we may charge a Transaction Fee FINANCE CHARGE in the amount disclosed in the Pricing Schedule. This fee may be reduced in our sole discretion in any offer we make to you. Transaction Fees are part of the Finance Charge. The addition of Balance Transfer Transaction Fees may cause the Annual Percentage Rate for Balance Transfer transactions to exceed the nominal Annual Percentage Rate shown on your statement.

TERMS FOR ADVANCES

1. **Advances.** An Advance is a cash loan or similar transaction. You may take an Advance as follows: 1) Using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not certify these Checks. 2) Using any of our ATM's or any ATM, which may be provided for your use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card. 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions, which we may treat as Advances, including but not limited to wire transfers, money orders, travelers' cheques, gaming transactions, and tax payments. Advances may also be referred to as Cash Advances or Cash.

2. **Declined Check Fee.** You will be charged the fee disclosed in the Pricing Schedule for each Check or Balance Transfer check issued which cannot be processed because you are over your credit line, or would be if such check were processed, or your Account is delinquent or closed.

3. **Stop Payment Fee.** You will be charged the fee disclosed in the Pricing Schedule for each request you make for us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be liable in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

4. **Limits on Advances.** For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. **Service Charge/Transaction Fee for Advances.** For each Advance, there will be a Transaction Fee as disclosed in the Pricing Schedule. Any minimum and maximum Transaction Fees are also disclosed in the Pricing Schedule. The total amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

8. **Our Responsibilities to Honor Checks.** We may not accept your Checks if: 1) by paying a Check or our check you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been cancelled or has expired. If a postdated check is paid and as a result any other check is returned or not paid, we are not responsible. You may not use a Check to pay any amount you owe under this Agreement.

TERMS FOR PURCHASES

You may use your Account to purchase or lease goods and services, or for lodging services when making guaranteed reservations or advance deposits.

TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

1. **Calculation of Finance Charge for Balance Transfers, Advances and Purchases.** That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Subject to the grace period for Purchases described below, Finance Charges accrue on Purchases, Advance and Balance Transfer transactions and fees beginning on the date the transaction occurs or on the first day of the billing cycle it is received by us (whichever is later) or at our option the date the transaction is posted to your Account. Finance Charges continue to accrue until payment in full is received.

We determine each of the average daily balances as follows. For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles), and add any new Balance Transfers, Advances, Purchases, or other debits to the appropriate balance. We also add to each such balance an amount equal to the previous day's ending balance of Balance Transfers, Advances or Purchases multiplied by the applicable daily Periodic Rate (or if more than one rate could apply depending on the average daily balance reaching a certain level, the lowest applicable rate). We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchase balance, except for any

Transaction Fee that is added to the appropriate Purchase, Advance or Balance Transfer balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate will equal 1/365th of the Annual Percentage Rate. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to any Transaction Fees to get the combined amount of FINANCE CHARGE shown on your monthly statement. For Purchases only, there is a minimum FINANCE CHARGE of fifty cents ($.50) if a Finance Charge for Purchases is imposed.

There will not be a periodic rate Finance Charge on Purchases if we receive payment for the "New Balance" by the time of day on the "Payment Due Date" shown on the monthly statement. (This is known as the "grace period.") You may also avoid Finance Charges for new Purchases for the first billing cycle in which they are posted to your Account if that cycle began with a "Previous Balance" of zero or the "Previous Balance" is reduced to zero by credits or payments we receive by the time of day on the "Payment Due Date" shown on your previous monthly statement. Payments must be in accordance with our payment instructions. There is no grace period for Balance Transfers unless the terms of the Balance Transfer offer state there will be a grace period, and for Advances.

2. **Periodic Rates.** The daily Periodic Rates applied to the Balance Transfers, Purchases, and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes "Variable Rate Index and Margin" information for a particular rate that applies to your Account, that rate is a variable rate and the disclosure below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the "Preferred Customer Pricing Eligibility" section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the "Preferred" rates may apply; when it does not, the "Non-Preferred" rates apply. If different Periodic Rates apply to balances incurred before and after a certain date or transaction, we may identify such balances in promotional offers, on statements or otherwise using terms such as "Current" or "New" to refer to balances subject to promotional rates or new transactions, and "Prior" or "Old" to refer to balances subject to regular rates or existing balances. For example, different rates may apply to balances incurred before and after the date a Balance Transfer subject to a promotional rate offer posts to your Account, or to balances incurred before

and after your Account becomes eligible for Preferred rates after a Non-Preferred rate was in effect. If the Periodic Rate for one type of balance on your Account is the same as the Periodic Rate for another balance, we may combine them and refer to those combined balances as Purchases, Balance Transfers or Advances as applicable.

3. **Variable Rates.** If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see the Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") to which we add a margin. The Index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in *The New York Times* or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Balance Transfers, Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. **Preferred Customer Pricing Eligibility.** If "Preferred" and "Non-Preferred" rates appear in the Pricing Schedule, this section applies to your Account. Your Account will be reviewed every month on your Statement Closing Date to determine its continued eligibility for the Preferred or Non-Preferred rates. On each monthly review, we may change your interest rates and impose a Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) described in your Agreement for each occurrence when you do not meet the conditions described below to be eligible for Preferred rates. Any changes in your interest rates as a result of the monthly reviews for Preferred or Non-Preferred rates will be effective with the billing cycle ending on the review date.

To be eligible for Preferred rates, the following conditions must be met as of the review date: you have made at least the required minimum payments when due on your Account and on all other loans or accounts with us and your other creditors; the credit limit on your Account has not been exceeded; and any payment on your Account has not been returned unpaid.

If you do not meet all of these conditions, then you will be in default under this Agreement and your Account may lose its

Preferred rates. In this event, a Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) will apply to all existing and new balances on your Account and these balances will remain subject to a Non-Preferred rate until they are paid in full. When we review your Account in subsequent monthly reviews, your Account may again be eligible for Preferred rates for new Purchases, new Balance Transfers and new Advances if, for a time period not to exceed 12 months, the following conditions are met: your Account is open, you have made the required minimum payments when due on your Account and on all other loans or accounts with us and your other creditors, the credit limit on your Account has not been exceeded and any payment on your Account has not been returned unpaid. Notwithstanding the above, we may waive our rights, such as our right to enforce a Non-Preferred rate on existing and new balances until paid in full or to enforce any minimum Non-Preferred rate. However, if we do waive any of our rights and there is another occurrence when you do not meet the conditions described above to be eligible for Preferred rates, we may again impose a Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) on all existing and new balances until they are paid in full.

We may obtain consumer credit reports from credit bureaus on you at any time in the future. We may use the reports and their contents, as well as information about your Account including its payment and/or usage history and your other relationships with us and our affiliates, to review your Account including for the purposes of determining its eligibility for Preferred rates and of establishing the Non-Preferred rates that may apply to your Account.

ARBITRATION AGREEMENT

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION AGREEMENT CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THAT IS COVERED BY THIS ARBITRATION AGREEMENT THROUGH ARBITRATION, EVEN IF YOU WOULD PREFER TO LITIGATE THE CLAIM IN A COURT. YOU ARE GIVING UP RIGHTS YOU MIGHT HAVE TO LITIGATE SUCH CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION, MAY NOT BE AVAILABLE IN ARBITRATION OR MAY BE MORE LIMITED. CERTAIN CLAIMS BY EITHER OF US AGAINST THE OTHER SEEKING UP TO $25,000, EXCLUDING INTEREST, COSTS AND FEES, MAY BE RESOLVED BY LITIGATION AND NOT ARBITRATION.

1. **Binding Arbitration.** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and

procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

2. **Claims Covered.** Any claim or dispute ("Claim", which term may refer to more than one claim as is appropriate for the context in which it is used) by either you or us against the other, or against the employees, agents, or assigns of the other arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account, will, at the election of either you or us, be resolved by binding arbitration. This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law such as respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. As used in this Arbitration Agreement, the term "Claim" is to be given the broadest possible meaning. Notwithstanding the foregoing, a Claim may be resolved by litigation and is not subject to arbitration under this Arbitration Agreement if (1) the only remedy that will be sought by either of the parties is monetary damages; (2) neither party will seek a recovery in excess of $25,000, excluding interest, costs and fees; and (3) the only parties to the litigation will be you and us. If one party wants a Claim to be resolved by arbitration, but the other party believes the Claim may be litigated subject to this small claims exception, the party seeking arbitration may require reasonable assurance from the other party that the conditions are true and that the party wishing to resolve the Claim by litigation will take no action now or in the future to change the nature of the Claim so that it would no longer meet the conditions of this small claims exception. If such reasonable assurance is not provided, the party seeking such assurance may require the Claim to be resolved by arbitration.

As used in this Arbitration Agreement, the term "Claims" includes claims that arose in the past, or arise in the present or the future. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us. This means that even if a class action lawsuit or other representative action, such as those in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to arbitration if you or we so elect. Claims subject to arbitration include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any

such Claims advanced in the lawsuit by any party or parties.

For the purposes of this Arbitration Agreement, "we" and "us" means Chase Manhattan Bank USA, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

3. **Initiation of Arbitration.** The party filing an arbitration must choose one of the following three arbitration administrators: American Arbitration Association; JAMS; or National Arbitration Forum. However, if we elect an administrator, you will have ten days after receiving notice of our election to request that the arbitration be conducted pursuant to rules of one of the other two arbitration administrators. To exercise your choice, you must notify us of your choice by writing us at P. O. Box 15933, Wilmington, DE 19850-5933. Send us a copy of the notice you received and state which of the other two arbitration administrators you choose. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected administrator by an impartial third party chosen in accordance with this Arbitration Agreement and rules of the selected administrator. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605
Web site: www.adr.org
800-778-7879

JAMS
1920 Main Street, Suite 300
Irvine, CA 92610
Web site: www.jamsadr.com
800-352-5267

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
Web site: www.arbitration-forum.com
800-474-2371

Procedures and law applicable in arbitration. A single, tral arbitrator will resolve Claims. The arbitrator will either be wyer with at least ten years experience or a retired or former ge. The arbitrator will be selected in accordance with the es of the arbitration administrator. The arbitration will be nducted under the applicable procedures and rules of the itration administrator that are in effect on the date the itration is filed unless those procedures and rules are onsistent with this Arbitration Agreement, in which case this reement will prevail. These procedures and rules may limit the ount of discovery available to you or us. The arbitrator will ply applicable substantive law consistent with the FAA and plicable statutes of limitations, and will honor claims of vilege recognized at law. You may choose to have a hearing d be represented by counsel. The arbitrator will take asonable steps to protect customer Account information and her confidential information, including the use of protective ders to prohibit disclosure outside the arbitration, if requested do so by you or us. The arbitrator will have the power to ard to a party any damages or other relief provided for under pplicable law, and will not have the power to award relief to, ainst, or for the benefit of any person who is not a party to the roceeding. The arbitrator may award punitive damages or torney fees, if such damages are authorized by law. The bitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a equest by you or us, the arbitrator will provide a brief statement of the reasons for the award.

5. Costs. At your written request, we will advance any asonable arbitration filing fee, or administrative and hearing es that you are required to pay to pursue a Claim in arbitration up to the amount of $500. We will reimburse you for the initial fee if you paid it and you prevail on your Claim. If there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

6. Enforcement, finality, appeals. You or we may bring an action including a summary or expedited motion to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if any such Claims are part of a lawsuit. Failure or forbearance to enforce this Arbitration Agreement at any particular time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing. The arbitrator's decision will be final and binding, except for any right of appeal under the FAA. In addition, the non-prevailing party may appeal any award that exceeds $100,000 or that includes an award of punitive damages. Any request for an appeal must be filed in writing with the same arbitration administrator within 30 days of the receipt by the non-prevailing party of notice of the original award. The appeal shall be heard before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the majority vote. The cost of the appeal imposed by the arbitration administrator shall be borne by the appealing party. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

7. **Severability, survival.** This Arbitration Agreement shall survive: (i) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account; such as the issuing of a new account number or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party; and (iii) any transfer, sale, or assignment of your Account, or any amounts owed on your Account, to any other person. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Billing Rights. The Billing Rights notice that contains important information about your rights and our responsibilities under the Fair Credit Billing Act will not change from what was disclosed to you under your existing terms, and accordingly that Notice is incorporated herein by reference. Your monthly billing statements also contain a Billing Rights notice.

***PRICING SCHEDULE**

Minimum Payment:
greater of 2% ($10 minimum) or total Finance Charge on monthly statement

FINANCE CHARGES:
Periodic Rate FINANCE CHARGES:
Preferred:
Purchases:
Daily Periodic Rate: .02737%*
Nominal **ANNUAL PERCENTAGE RATE: 9.99%***
Variable Rate Index & Margin: Prime Rate* + 5.24%
Advances:
Daily Periodic Rate: .05477%*
Nominal **ANNUAL PERCENTAGE RATE: 19.99%***
Variable Rate Index & Margin: Prime Rate* + 11.99%
Advances Preferred rate not lower than 19.99% APR (daily periodic rate .05477%)
Non-Preferred:
Purchases, Balance Transfers and Advances:
Daily Periodic Rate: .06289%*
Nominal **ANNUAL PERCENTAGE RATE: 22.99%***
Variable Rate Index & Margin: Prime Rate* + 14.99%
Non-Preferred rate not lower than 22.99% APR (daily periodic rate .06289%)

Minimum Purchases **FINANCE CHARGES**: 50¢
Transaction Fees **FINANCE CHARGES**:
3% per Advance ($5 minimum)
$50 per Balance Transfer

Other Fees and Charges:

	Previous Balance	Late Fee
Late Payment Fee:	up to $150.00	$15
	$150.01 up to $1,200.00	$29
	$1,200.01 or greater	$35
	Non-Preferred rate in effect	$35

(Late fee based on Previous Balance on statement that shows late fee)

Overlimit Fee:	$ 29
Returned Payment Fee:	$ 29
Declined Check Fee:	$ 29
Stop Payment Fee:	$ 29
Phone Payment Fee:	$ 12
Card Replacement Fee:	$ 10
Copy Fee:	$ 5 per copy; $10 per original sales slip

Foreign Currency Transaction Fee: 2% of the converted amount

Note: The Annual Fee (if any) will remain the same as under your existing terms.

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*Estimated rate as of last business day of March, 2002

*Prime Rate (the "Index") is the highest prime rate published in the "Money Rates" table of *The Wall Street Journal* on the last business day of each calendar month ("Determination Date"). Changes in the Index will be effective from the first day of the billing cycle that closes in the calendar month following the Determination Date.

Any interest rates or fees in the Pricing Schedule that are the same as under your existing terms are incorporated by reference into the Pricing Schedule.

M-51968

American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, Web site: www.adr.org, 800-778-7879; or

National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, Web site: www.arbitration-forum.com, 800-474-2371

Procedures and law applicable in arbitration. A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years experience or a retired or former judge. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer Account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. If the law authorizes such relief, the arbitrator may award punitive damages or attorney fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

Costs. We will reimburse you for the initial arbitration filing fee paid by you up to the amount of $500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

Enforcement, finality, appeals. Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Each party will bear their own fees, costs and expenses for any appeal, but a party may recover any or all fees, costs and expenses from another party, if the majority of the panel of arbitrators, applying applicable law, so determines. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

Severability, survival. This Arbitration Agreement shall survive: (i) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf; and (iii) payment of the debt in full by you or by a third party. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

3. **DEFAULT RATES:** If your agreement has a section titled either **"Default Rate"** or **"Preferred Customer Pricing Eligibility"**, then the following applies to your account. In that section, if not so already, we are removing the provision that states that the default rate or "non-preferred" rate make take effect if you fail to make a payment when due to another creditor other than us or one of our related companies. This change does not apply if your account does not have a default or "non-preferred" rate.

If you have questions about these changes, you can call us at the number on the back of your card.

This notice informs you of changes to your agreement.
Please keep it with your original Cardmember Agreement.

ADV2550 10/05

IMPORTANT NOTICE FOR CREDIT CARD CUSTOMERS ABOUT CHANGES TO YOUR CARDMEMBER AGREEMENT— PLEASE READ AND RETAIN FOR YOUR RECORDS

Dear Cardmember:

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account.

Periodically, we may change various terms and conditions associated with your account. We share this information with you in the form of a Change in Terms disclosure. **The Change in Terms disclosure below advises of upcoming changes that will be effective as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section which will be effective as early as the first day of your billing cycle that includes January 1, 2006.** These changes apply to all of your accounts with us, as applicable. We hope that you take the time to review this information carefully. Please keep this notice with your Cardmember Agreement ("agreement") for future reference.

Thank you for the opportunity to serve your credit needs. We look forward to serving those needs in the future.

SUMMARY OF CHANGES:
The changes to your agreement will take effect as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section which will take effect as early as the first day of your billing cycle that includes January 1, 2006. We have summarized below some of these changes. For complete details about all changes, please read the entire amendment. The terms described in this notice that are already in effect on your account will continue to apply. Note that some terms in your agreement may appear with initial capital letters or all lower case letters. Such terms have the same meaning. For example, "Account" means the same as "account."

1. **Minimum Payment** (if not so already)
The minimum payment calculation will be revised to permit the addition of certain fees and finance charges as part of the minimum payment.

2. **Arbitration** (if not so already)
The arbitration agreement section provides that arbitration is at the choice of either party, permits the choice of two arbitration administrators, provides for the advancement by us of certain costs to file an arbitration, permits a right of appeal to either party and contains other differences from your existing arbitration terms. Please review the entire arbitration agreement section to fully understand the differences.

3. **Default Rate/Non-Preferred Rate** (if not so already)
The default rate section or "preferred customer pricing eligibility" section will be revised so that the default rate or "non-preferred" rate will not apply if you fail to make a payment when due to another creditor other than us or one of our related companies.

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE ABOVE CHANGE(S):

The changes summarized above will be effective as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section that will be effective as early as the first day of your billing cycle that includes January 1, 2006. The new terms will apply to current and future balances on your account. You have the right to reject the new terms stated in this Notice. **If you wish to reject these terms, you must notify us in writing by December 22, 2005, that you wish to reject them. If you reject these terms, your account will be closed to further use (if it is not already closed).** Please include your name, address and account number on the correspondence and mail it to: Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098. If you give us notice that you wish to reject these terms, you may not make any more charges to your account. You will, however, be entitled to pay off any outstanding balances on your account in accordance with your applicable account terms. Even if you send us the notice, if you use your Card or account on or after December 22, 2005, you will be deemed to have accepted the new terms and those terms will be applied to you as if you had not sent us any notice. (If you send us the notice, please make alternate arrangements to pay any charges you have previously authorized to be made to this account, such as recurring charges.)

AMENDMENTS TO THE AGREEMENT:

In order to implement the above-described change in terms, the following changes, as applicable, will be made to your agreement:

1. **MINIMUM PAYMENT:** If not so already, the following replaces the section entitled **"Minimum Payment"**:

   Minimum Payment: You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a balance that is subject to finance charges, the sooner you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day.

   Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is $10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the largest of the following: $10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late and overlimit fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.

   Note: If your account has no pre-set spending limit (such as a Visa Signature Card or World MasterCard Card account), then the last two sentences in the second paragraph above are as follows: Otherwise, it will be the largest of the following: $10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit access line.

2. **ARBITRATION:** If not so already, the following replaces the section entitled **"ARBITRATION"** or **"ARBITRATION AGREEMENT"**:

   ARBITRATION AGREEMENT: PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED. EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED.

   Binding Arbitration. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

   Parties Covered. For the purposes of this Arbitration Agreement, "we", "us", and "our" also includes our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we", "us" and "our" shall include any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

   Claims Covered. Either you or we may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account ("Claim"). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law such as respondeat superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. This Arbitration Agreement includes Claims that arose in the past, or arise in the present or the future. As used in this Arbitration Agreement, the term Claim is to be given the broadest possible meaning.

   Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties.

   As an exception to this Arbitration Agreement, you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect.

   No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us.

   Initiation of Arbitration. The party filing a Claim in arbitration must choose one of the following two arbitration administrators: American Arbitration Association or National Arbitration Forum. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators as follows:

VERIFICATION

I, Dawn Rannells, hereby depose and state that:

The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

I am the Authorized Representative and a duly authorized representative of the plaintiff;

The factual allegations set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief, and they are that GLORIA HUDSON owes the balance of $3,107.94 to CACV OF COLORADO, LLC on previously submitted invoices, which balance is due and unpaid as if the date of the execution of this Verification.

I am aware that if any of the foregoing is willfully false, I am subject to punishment.

I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

By: ______________________

Dated: SEP 1 8 2007

____

Authorized Representative

Harrison Ross Byck, Esq. P.C.
Attorney I.D. No. 61511
229 Plaza Blvd., Suite 112
Morrisville, PA 19067
1-888-275-6399 // (215) 428-0666

Attorney for Plantiff

CACV of Colorado, LLC 4340 S. Monaco Street- 2nd Floor DENVER, CO 80202	:	CLEARFIELD COUNTY COURT OF COMMON PLEAS
Plantiff,	:	
Vs.	:	No.: 2007-1970-CD
GLORIA HUDSON 893 LARSON ROAD CLEARFIELD, PA 16830	:	
Defendant(s).	:	

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

(_____) Reissue Writ

(__X__) Reinstate Complaint

Signature of Attorney

Harrison Ross Byck, Esq.
Print Name

61511
Attorney ID #

FILED Atty pd. $7.00
m/12:46 pm
SEP 29 2008 1CC & 1 Compl. Reinstated to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
2CC Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1970-CD

CACV OF COLORADO, LLC
vs
GLORIA HUDSON

SERVICE # 1 OF 1

COMPLAINT

FILED
NOV 04 2008
01 3:37 BDL
William A. Shaw
Prothonotary/Clerk of Courts

SERVE BY: 10/29/2008 HEARING: PAGE: 104715

DEFENDANT: GLORIA HUDSON
ADDRESS: 893 LARSON ROAD
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR glen richey Hwy -> log cabin rd -> next rd on (R)

CIRCLE IF THIS HIGHLIGHTED ADDESS IS: VACANT OCCUPIED

ATTEMPTS 10-29-08 N/H
Expired.

SHERIFF'S RETURN

NOW, ______ AT ______ AM / PM **SERVED** THE WITHIN

COMPLAINT ON GLORIA HUDSON, DEFENDANT

BY HANDING TO ______ / ______

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED ______

NOW ______ AT ______ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR GLORIA HUDSON

AT (ADDRESS) ______

NOW This 4th day Nov 2008 AT 3:18 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO GLORIA HUDSON,

REASON UNABLE TO LOCATE TIME EXPIRED

So Answers, CHESTER A. HAWKINS, SHERIFF

SWORN TO BEFORE ME THIS

______ DAY OF ______ 2008

______

BY: [signature]
Deputy Signature
George F. DeHaven
Print Deputy Name

9/29/08 Document
Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~ for service.

~~Deputy~~ Prothonotary

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

DEC 03 2007

Attest. Prothonotary/ Clerk of Courts

Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard
Suite 112
Morrisville, Pennsylvania 19067
1-888-275-6399/(215) 428-0666
Attorney for Plaintiff

CACV OF COLORADO, LLC 4340 S. Monaco Street- 2ND FLOOR DENVER, CO 80237 :	COURT OF COMMON PLEAS CLEARFIELD COUNTY
Plaintiff, :	
Vs. :	No.: 2007-1970-CD
GLORIA HUDSON : 893 LARSON ROAD CLEARFIELD, PA 16830-4138 :	
Defendant(s). :	

COMPLAINT

To: GLORIA HUDSON
893 LARSON ROAD
CLEARFIELD, PA 16830-4138

NOTICE

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

LAWYER REFERRAL SERVICE
PENNSYLVANIA LAWYER REFERRAL SERVICE
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 51
(800) 692-7375

AVISO

Le han dernandado a usted en ia corte. Si usted quiere defenderse de estas demandas expuestas en las pagins siguientes. Usted tiene veinte (20) dias de plaza al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia excrita o en persons o con abogado y entregar o sus objecciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corta tomara medidas y puede continuar la demada en contra suya sin previo Avisa o notificion. Ademas la corte puede decidie a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedas o otros derechos imporrantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSOAN O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICE DE REFERENCIA LEGAL
PENNSYLVANIA LAWYER REFERRAL SERVICE
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 51
(800) 692-7375

Plaintiff, CACV OF COLORADO, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) GLORIA HUDSON, avers the following:

1. Plaintiff, CACV OF COLORADO, LLC, is a Colorado limited liability company doing business at 4340 S. Monaco Street; Denver, Colorado 80237.

2. Defendant, GLORIA HUDSON, is an individuals residing at 893 LARSON ROAD; CLEARFIELD, PA 16830-4138.

3. Defendant, GLORIA HUDSON, is indebted to CHASE MANHATTAN BANK on an account stated by and between them in the amount of $3,107.94 which balance was due and unpaid as of October 31, 2004 for credit card account number 4225 8130 8052 3373. <Exhibit A>

4. On or about November 8, 2004, Chase Manhattan Bank sold the debt for good and valuable consideration to plaintiff, CACV OF COLORADO, LLC. <Exhibit B>

5. Defendant (s) GLORIA. HUDSON last tendered a payment on this account on or about July 9, 2004 for $100.00.

6. A copy of the credit card agreement is attached hereto. <Exhibit C>

7. Plaintiff is entitled to charge-off account finance charges of $-0-. <Exhibit A>

8. Plaintiff is entitled to pre-litigation charge-off interest of $2.04 per day from the default date (24 annual percentage rate x $3,107.94/ 365 days) or $2.04 x 600 days = $1,226.15, which is accrued interest through the date of filing, plus an award of late fees of $-0-, plus court costs $185.00 and reasonable attorneys fees of $300.00. <Exhibit A>

9. The defendant, being indebted to the plaintiff in the sum or$4,819.09 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of $4,819.09 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for$4,819.09 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: November 7, 2007

Harrison Ross Byck

EXHIBIT A

Jun 26 2007

ACCOUNT NUMBER: 4225 8130 8052 3373

PAYMENT DUE DATE	NEW BALANCE	MINIMUM DUE
11/13/2004	$3,107.94	$2,359.94

Facsimile Copy

3060

GLORIA HUDSON
PO BOX 156
KYLERTOWN PA 16847-0156

CHASE

Chase Visa®
ACCOUNT NUMBER: 4225 8130 8052 3373

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
$3,107.94	11/13/2004	$1,200	$0.00	10/19/2004

Here is your Account Summary:

	TOTAL
Previous Balance	$2,974.00
(-) Payments, Credits	0.00
(+) Purchases, Cash, Debits	70.00
(+) FINANCE CHARGES	63.94
(=) New Balance	3,107.94
Minimum Due	64.00
Past Due - Pay Immediately	388.00
Over Line - Pay Immediately	1,907.94
Minimum Payment Due	$2,359.94

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
10/19	10/19		OVERLIMIT FEE		35.00
			LATE CHARGE - MIN PYMT NOT RECD BY DATE		35.00
			Total of your credits and charges	0.00	70.00

FAILURE TO MAKE PAYMENT HAS DAMAGED YOUR
CREDIT RATING. WE WANT TO WORK WITH YOU TO
REBUILD YOUR CREDIT. CALL TODAY TO GET STARTED.

Here's how we determined your Finance Charge*:

Days in Billing Cycle: 29

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC/MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.07326%	$261.67	$5.56	$5.56	26.74%	26.74%
Purchases	0.07326%	$2,747.86	$58.38	$58.38	26.74%	26.74%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer Service 24 hours a Day, 7 days a week, toll-free, at 1-800-645-7444 or write P.O. BOX 15583, Wilmington, DE 19886-1194. Para Servicio al Cliente en Español: 1-800-545-0464.

EXHIBIT B

CERTIFICATE OF PURCHASE

I, Dawn [illegible], hereby depose and state that:

1. I am an Authorized Agent of CACV OF COLORADO, LLC, a Colorado Limited Liability Company.

2. As such, I am authorized to give this Certificate, and possess sufficient personal knowledge to do so regarding:

Customer Name:	GLORIA HUDSON
Original Creditor:	CHASE MANHATTAN BANK
Account Number:	4225813080523373

3. On or about November 8, 2004 this account was sold by the original creditor. CACV OF COLORADO, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: SEP 1 3 2007

By: [signature]

Sworn and subscribed to before me this 12th day of September, 2007.

[signature]

Notary Public

STEPHANIE MORRIS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 05/22/2011

My Commission Expires:

EXHIBIT C

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M-51966

IMPORTANT NOTICE ABOUT YOUR MASTERCARD® OR VISA® CREDIT CARD ACCOUNT

rdholder Agreement governing your Account is being d by the new Cardmember Agreement (the "Agreement") d in this Notice. The new terms of the Agreement will be e for billing cycles beginning on and after May 9, 2002. ur convenience, we have summarized below the most ant of those new terms. Those summarized new terms o underlined in the new Agreement. However, if the new involve an entire paragraph or section, we have put an ek before the heading and underlined it rather than time the entire paragraph or section. Please read the nation after the summary below to understand your rights oose not to accept those new terms. All other terms in the Agreement will automatically apply to your Account on the tive date. Once the terms go into effect, they will apply to ling balances and any future balances and transactions on r Account. Please note that some of the terms described in Notice may already apply to your Account.

w terms.

Minimum payment. The Minimum Payment will be the ater of 2% of the new balance ($10 minimum) or the total ance charge on your monthly statement.

Governing Law. Your Agreement will be governed by the ws of the United States and the State of Delaware.

Calculation of Finance Charge for Balance Transfers, dvances and Purchases: Subject to the terms of the Grace eriod for Purchases, we have the right to choose when your inance Charges begin to accrue on Purchases, Advances and alance Transfers, on the date of each transaction, from the eginning of the billing cycle during which we receive them or he date they are posted to your Account. The Purchases, Advances and Balance Transfer average daily balance (including new transactions) calculations that determine the balances to which the applicable daily periodic rate is applied will provide that an amount equal to the previous day's ending balance multiplied by the applicable daily periodic rate will accrue on and be added to your Account balances each day. Further, unpaid Finance Charges, fees and other charges from previous billing cycles will be included in the appropriate beginning balances in the calculation of daily balances each day.

- Grace period. The grace period to avoid Finance Charges on Purchases will be not less than 22 days.
- Variable rates. For any variable rate on your Account, the variable rate index will be the index disclosed in the Pricing Schedule. This index is tied to the highest Prime Rate published in *The Wall Street Journal* on the last business day of each calendar month, and changes in the index are effective from the first day of the billing cycle that closes in the next calendar month.

- **Minimum Finance Charge.** There is a minimum Finance Charge of 50 cents on Purchases, if a Finance Charge for Purchases is imposed.
- **Preferred Customer Pricing Eligibility.** Your Account will be reviewed monthly to determine if it is in good standing and the interest rates that apply to your Account. The conditions we use to determine if your Account is in good standing are contained in a section of the Agreement called "Preferred Customer Pricing Eligibility". When your Account satisfies the conditions, "Preferred" rates may apply; when it does not, a "Non-Preferred" rate applies. Existing and new balances on your Account when a Non-Preferred rate is in effect will remain subject to the Non-Preferred rate until they are paid in full. If your Account meets the conditions for Preferred rates for a time period not to exceed 12 months, it may be eligible for Preferred rates again on new transactions. The Non-Preferred rate is a variable rate fully described in the Pricing Schedule section of the Agreement. Historical information that precedes this change may be used to determine whether or not your Account meets the conditions.
- **Serious default rate.** Once your Account is considered to be six or more billing cycles past due, you may be required to pay interest at the rate of 2% a month on the unpaid balance.
- **Fees.**

-There will be a transaction fee for Advances (3%, $5 minimum) and Balance Transfers ($50 maximum).
-The late payment fee will be $15, $29 or $35, depending on the previous balance on your monthly statement that shows the late payment fee and also whether or not a Non-Preferred interest rate is in effect.
-A declined check fee of $29 will be imposed for each Advance or Balance Transfer check that cannot be processed because of an overline, delinquency or closed condition on your Account.
-The stop payment fee, overlimit fee and returned payment fee will be $29.
-The copy fee will be $5 for copies of documents that you request ($10 fee for each original sales slip).
-A phone pay fee of $12 will be charged for payments on your Account that we make on your behalf, and a card replacement fee of $10 will be charged for special services related to replacement cards such as their expedited delivery.

- Arbitration. The Arbitration Agreement section provides you and us with a choice of three arbitration administrators, contains a small claims exemption, provides for the advancement of certain costs to file an arbitration, permits a right of appeal in limited circumstances, and contains other differences from your existing arbitration terms. Review the entire Arbitration Agreement to fully understand the differences.

Your rights regarding the new terms above that you can choose not to accept.

The new terms described above will not become effective if you send us a written letter that you choose not to accept them. You may choose not to accept the new Arbitration Agreement, any of

the other new terms listed above (the "Other New Terms"), or both. If the only choice you make is not to accept the new Arbitration Agreement, your Account will remain open. If you do not accept the Other New Terms, your Account will be closed to further use (if it is not already closed). In any event, we must receive your letter no later than May 2, 2002. In your letter please include your name, address, and a statement that you do not want the Arbitration Agreement, the Other New Terms, or both, to apply to your Account. If you do not specify which new terms you choose not to accept, we will assume that you chose not to accept both the Arbitration Agreement and the Other New Terms and your Account will be closed. Your letter must be mailed to Cardmember Services, P.O. Box 15768, Wilmington, DE 19850-5768. We must receive your written letter by the time indicated and at the address indicated or your choice(s) will not be effective; it is not sufficient to telephone us. If your letter is received by May 2, 2002 and you do not accept the Other New Terms, those new terms will not apply to your Account and you must pay off any outstanding balances on your Account in accordance with the payment and other applicable terms of your existing Cardholder Agreement and this Agreement.

(Actual) MASTERCARD® and VISA® CARDMEMBER AGREEMENT

GENERAL TERMS

1. **Meaning of Words Used In This Agreement.** "Agreement" means this document (which has a binding arbitration provision that may affect your right to go to court, your right to a jury trial, and your right to participate in a class action or other representative action) and the Pricing Schedule (which appears at the end of this Agreement), as either may be amended from time to time. In this Agreement, "you," "your" or "yours" means each person who applied for the Visa or MasterCard Account. "We," "us" or "our" means Chase Manhattan Bank USA, National Association. "Account" means the Visa or MasterCard Account for which you were issued cards and checks imprinted with your Account number. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard card(s) issued in connection with your Account. "Check" means Chase Convenience Checks. "ATM" means Automated Teller Machine. "Our check" means a check drawn on us or one of our affiliates. "Seller" means any merchant, insurance company or its agent or broker.
2. Services of This Account. This Account may be used for Purchases from any Seller that accepts the Card and for Advances. You agree not to make or permit to be made any illegal transactions on your Account through the use of a Card, a Check or any other manner.
3. To Use Your Card. You must sign the panel on the back of your Card. Authorized Users of any additional Card(s) should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you let the Seller complete the sales slip for you.

4. **Your Responsibilities for This Account.** You are responsible for all amounts owed on this Account, whether charged by you, a person whom you permit to obtain credit on your Account (such as by lending a person your Card), or any other person using a Card or your Account with actual, implied or apparent authority. You agree that anyone who is issued a Card for your Account (or anyone to whom you lend or give your Card) is authorized to make charges to your Account to the same extent as you and we are not responsible for controlling such use of your Account. Such authority will continue until you revoke it by notifying us, obtaining the Card in your physical possession, and if it is a Card issued to an Authorized User, by also cutting it in half. If you receive a benefit from the use of your Card or Account by another person, such use will not be considered unauthorized. We may require Authorized Users to repay the amount owed for the charges they make.

5. **Your Credit Line.** Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount over your credit line. We may change your credit line or separate the amount of your credit line into available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. **Overlimit Fee.** If your Account balance (including any Finance Charges and any fees and charges owed on your Account) is over your credit line at any time during a billing cycle, there will be an Overlimit Fee as disclosed in the Pricing Schedule. This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle that you are over your credit line even if we authorize the transaction that caused your credit line to be exceeded.

7. **Annual Fee.** If there is an Annual Fee for the Account, you will be billed the Annual Fee disclosed in the Pricing Schedule whether or not you have used the Account. If your Annual Fee has been waived, it will be billed when the waiver period has ended, and will then continue to be billed on an annual basis. The Annual Fee is non-refundable.

8. **Payments.** All payments must be made and received by us in accordance with the payment instructions that appear on or with your monthly statements and accompanying envelopes. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. In our sole discretion we will decide how to apply your payments. Although we post your payments as of the business day we receive them as described on your statements, your Total Available Credit may not be restored for up to 15 days after we post your payment. Any payment check which you send us for less than the full balance due that is marked "paid in full" or with a similar notation or that you otherwise tender in full satisfaction of a disputed amount (conditional payments), must be sent to us at the conditional payments address listed on your monthly statement. We reserve all our rights regarding such checks. For example, if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance. We may refuse to accept any such check by returning it to you, not cashing it or by destroying it. All other payments should be sent to the regular payment address shown on your monthly statements.

9. **Immediate Phone Payment Fee.** We may in our discretion permit you to make payments by authorizing us on your behalf to transfer funds from a deposit or other account to your Account. For each such payment, you will be charged an Immediate Phone Payment processing fee in the amount disclosed in the Pricing Schedule.

10. **Returned Payment Fee.** You will be charged the fee disclosed in the Pricing Schedule for each check or payment instrument given in payment which is returned to us or which we cannot process under our normal operating procedures.

11. **Minimum Payment.** You may pay either the Minimum Payment or any amount over that up to the New Balance. Your Minimum Payment must be in accordance with our payment instructions and received by the time of day on the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute (see Billing error notice) and multiplying that amount by the minimum payment percentage shown in the Pricing Schedule. If the resulting amount is more than the minimum payment minimum dollar amount shown in the Pricing Schedule, it will be reduced to the next lowest dollar. If the resulting amount is less than that minimum payment minimum dollar amount, it will be increased to that minimum payment minimum dollar amount. If the Minimum Payment as calculated herein is less than the Total Finance Charge as shown on your statement, your Minimum Payment for that statement instead will equal the Total Finance Charge (rounded up to the nearest dollar). We add to your Minimum Payment any Past Due Amounts and, at our option, any amounts in excess of your credit line. The Minimum Payment will never be more than the New Balance.

12. **Late Payment Fee/Charge.** There will be a Late Payment Fee/Charge in the amount disclosed in the Pricing Schedule if we do not receive in accordance with our payment instructions the Minimum Payment by the time of day on the Payment Due Date shown on your monthly statement.

13. **If Your Cards or Checks are Lost or Stolen.** If someone used your Card(s) or Checks without your permission or if they are lost or stolen, contact us immediately. You may call or write. Call toll free 1-800-441-7681 anytime from all 50 states, Washington, D.C., Puerto Rico, and the U.S. Virgin Islands. For all other locations call 813-884-2997 collect. Write to: P.O. Box 15919, Wilmington, DE 19850-5919. You may be liable for the unauthorized use of your Card(s) in an amount not to exceed $50 in any case where your Card(s) are lost or stolen and you fail to contact us within twenty-four (24) hours. You will not be liable for such unauthorized use if you contact us in the manner described immediately above within the twenty-four (24) hour time limit or before the unauthorized use occurs.

14. **Card Replacement Fee.** You may be charged a Card Replacement fee in the amount disclosed in the Pricing Schedule for any special services such as obtaining any Card on an expedited basis.

15. **If Your Card or Check is Refused.** We are not responsible if a Seller, Bank or ATM refuses to honor your Card or Check. Although you may have credit available, we may not authorize credit for a particular transaction due to operational difficulties or, in our discretion, for any other appropriate reason. Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the authorization system works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is overlimit or delinquent, credit authorization for transactions may be declined.

16. **Monthly Statements.** Each month there is a debit or credit balance of more than $1 or a Finance Charge has been imposed on your Account, we will mail you a statement.

17. **Copy Fee.** You will be charged the fee disclosed in the Pricing Schedule for each original or copied sales slip, copied statement, and copy of any other record or document that you request. The fee is not owed if a request for such record or document reveals a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

18. **Billing Errors.** If you have a dispute about your Account, notify us as soon as possible. Please read the Billing Error notice. This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us. If any adjustment is made, we will credit your Account.

19. **Currency Conversion.** If you effect a transaction with your MasterCard card or Visa card in a currency other than U.S. dollars, MasterCard International Incorporated or Visa International, as appropriate, will convert the charge into a U.S. dollar amount. MasterCard International or Visa International will use its conversion procedure, which is disclosed to institutions that issue MasterCard cards or Visa cards, respectively. Currently, the currency conversion rate used by MasterCard International or Visa International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated rate or a wholesale rate determined by MasterCard International or Visa International, as appropriate, for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International and Visa International, respectively. The currency conversion rate used by MasterCard International or Visa International on the date your transaction is processed by MasterCard International or Visa International may differ from the rate that would have been used on the purchase or transaction date or the cardholder statement posting date. The adjustment factor that is part of the currency conversion rate is one percent, but may be changed from time to time by MasterCard International or Visa International, respectively. For each such transaction converted into a U.S. Dollar amount that must be converted back into a foreign currency because of a refund or other reversal of the transaction, the same currency conversion rate formula and procedures will be used.

20. Foreign Currency Transaction Fee. For each transaction in a foreign currency, we will charge a foreign transaction fee equal to the percentage amount shown in the Pricing Schedule multiplied by the converted transaction amount. This fee may be abbreviated as "For. Tran. Fee."

21. Authorization to Provide Information. You authorize us to provide certain information on you and your Account to our affiliates and others, including any company whose name or mark may appear on the Cards. Complete details regarding our rights to share information and your right to opt-out of certain information being shared is provided to you when you first receive an Agreement and at least once each calendar year thereafter.

22. Disputing Account Information Reported to Credit Bureaus. We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing us at P.O. Box 15823, Wilmington, DE 19850-5823.

23. Changing the Terms of This Agreement. We may change any of the terms of this Agreement, including without limitation by adding new terms or by deleting or modifying existing terms. We will notify you of any such changes as required by law. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

24. Default and Collection Costs. Your Account will be in default and we can require that the total outstanding balance be paid if: (1) you fail to pay any amount owed under this Agreement when due; (2) you exceed the credit limit in effect on your Account; (3) you do not follow the terms of this Agreement; (4) your ability to pay us is materially impaired (including, but not limited to, bankruptcy or insolvency proceedings that are initiated by or against you); or (5) you default on any other loan or credit obligation you have with us or another creditor. We do not have to notify you or demand payment in order to take this action. If you are in default, we may, as permitted by law: cancel your credit privileges and require you to pay the unpaid balance immediately; require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and require you to pay reasonable attorney's fees, any court costs and other collection costs incurred by us in the collection of any amounts you owe under this Agreement.

25. Cancellation. We may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be changed or cancelled at any time without notice or refund.

26. Governing Law. This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any item in this Agreement will be resolved by those laws.

27. Telephone Monitoring. You agree that your telephone communications with us may be monitored and recorded to improve customer service and security.

28. Delays in Enforcement. We may delay enforcing or not enforce any of our rights under this Agreement without losing any of them.

29. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

30. Consumer Reports. We may obtain consumer credit reports from credit bureaus on you at any time in connection with any extension of credit on your Account, to review your Account, or for other permitted purposes.

SPECIAL RATES

1. Special Rates. From time to time, we may offer you special Periodic Rates and terms on your Account, either for balance transfer transactions using special checks or other written request forms we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rate offers. If we do, we will advise you of the special rates, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. The terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard Preferred Pricing will apply, if you fail to make any required minimum payment by the Payment Due Date. You may lose regular/standard Preferred Pricing and Non-Preferred Pricing will apply, if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement.

2. Balance Transfer Transactions. Balance Transfer transactions are treated as Purchases, except as noted in this Agreement or any offer we make to you. These transactions will not be eligible for the grace period for Purchases, except as stated in the terms of any Balance Transfer offer made to you. We may identify Balance Transfers and the related promotional balances by different terms such as "Transferred Balance" or "Balance Transfer." If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any JPMorgan Chase bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer, is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer we make you, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

3. Transaction Fee for Balance Transfer Transactions. For each Balance Transfer transaction described in any offer we may

make to you, we may charge a Transaction Fee FINANCE CHARGE in the amount disclosed in the Pricing Schedule. This fee may be reduced in our sole discretion in any offer we make to you. Transaction Fees are part of the Finance Charge. The addition of Balance Transfer Transaction Fees may cause the Annual Percentage Rate for Balance Transfer transactions to exceed the nominal Annual Percentage Rate shown on your statement.

TERMS FOR ADVANCES

1. Advances. An Advance is a cash loan or similar transaction. You may take an Advance as follows. 1) Using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not certify these Checks. 2) Using any of our ATM's or any ATM, which may be provided for your use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card. 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions, which we may treat as Advances, including but not limited to wire transfers, money orders, travelers cheques, gaming transactions, and tax payments. Advances may also be referred to as Cash Advances or Cash.

2. Declined Check Fee. You will be charged the fee disclosed in the Pricing Schedule for each Check or Balance Transfer check issued which cannot be processed because you are over your credit line, or would be if such check were processed, or your Account is delinquent or closed.

3. Stop Payment Fee. You will be charged the fee disclosed in the Pricing Schedule for each request you make for us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be liable in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

4. Limits on Advances. For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. Service Charge/Transaction Fee for Advances. For each Advance, there will be a Transaction Fee as disclosed in the Pricing Schedule. Any minimum and maximum Transaction Fees are also disclosed in the Pricing Schedule. The total amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

8. Our Responsibilities to Honor Checks. We may not accept your checks if: 1) by paying a Check or our other you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been cancelled or has expired. If a postdated check is paid and as a result any other check is returned or not paid, we are not responsible. You may not use a Check to pay any amount you owe under this Agreement.

TERMS FOR PURCHASES

You may use your Account to purchase or lease goods and services, or for lodging services when making guaranteed reservations or advance deposits.

TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

1. Calculation of Finance Charge for Balance Transfers, Advances and Purchases. That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Subject to the grace period for Purchases described below, Finance Charges accrue on Purchases, Advance and Balance Transfer transactions and fees beginning on the date the transaction occurs or on the first day of the billing cycle it is received by us (whichever is later) or, at our option, the date the transaction is posted to your Account. Finance Charges continue to accrue until payment in full is received.

We determine each of the average daily balances as follows. For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles), and add any new Balance Transfers, Advances, Purchases, or other debits to the appropriate balance. We also add to each such balance an amount equal to the previous day's ending balance of Balance Transfers, Advances or Purchases multiplied by the applicable daily Periodic Rate (or if more than one rate could apply depending on the average daily balance reaching a certain level, the lowest applicable rate). We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchase balance, except for any

Transaction Fee that is added to the appropriate Purchase, Advance or Balance Transfer balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate will equal 1/365th of the Annual Percentage Rate. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to any Transaction Fees to get the combined amount of FINANCE CHARGE shown on your monthly statement. For Purchases only, there is a minimum FINANCE CHARGE of fifty cents ($.50) if a Finance Charge for Purchases is imposed.

There will not be a periodic rate Finance Charge on Purchases if we receive payment for the "New Balance" by the time of day on the "Payment Due Date" shown on the monthly statement. (This is known as the "grace period.") You may also avoid Finance Charges for new Purchases for the first billing cycle in which they are posted to your Account if that cycle began with a "Previous Balance" of zero or the "Previous Balance" is reduced to zero by credits or payments we receive by the time of day on the "Payment Due Date" shown on your previous monthly statement. Payments must be in accordance with our payment instructions. There is no grace period for Balance Transfers unless the terms of the Balance Transfer offer state there will be a grace period, and for Advances.

2. Periodic Rates. The daily Periodic Rates applied to the Balance Transfers, Purchases and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes "Variable Rate Index and Margin" information for a particular rate that applies to your Account, that rate is a variable rate and the disclosure below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the "Preferred Customer Pricing Eligibility" section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the "Preferred" rates may apply; when it does not, the "Non-Preferred" rates apply. If different Periodic Rates apply to balances incurred before and after a certain date or transaction, we may identify such balances in promotional offers, on statements or otherwise using terms such as "Current" or "New" to refer to balances subject to promotional rates or new transactions, and "Prior" or "Old" to refer to balances subject to regular rates or existing balances. For example, different rates may apply to balances incurred before and after the date a Balance Transfer subject to a promotional rate offer posts to your Account, or to balances incurred before

and after your Account becomes eligible for Preferred rates after a Non-Preferred rate was in effect. If the Periodic Rate for one type of balance on your Account is the same as the Periodic Rate for another balance, we may combine them and refer to those combined balances as Purchases, Balance Transfers or Advances as applicable.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see the Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") to which we add a margin. (The Index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in The New York Times or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Balances Transfers, Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. If "Preferred" and "Non-Preferred" rates appear in the Pricing Schedule, this section applies to your Account. Your Account will be reviewed every month on your Statement Closing Date to determine its continued eligibility for the Preferred or Non-Preferred rates. On each monthly review, we may change your interest rates and impose a Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) described in your Agreement for each occurrence when you do not meet the conditions described below to be eligible for Preferred rates. Any changes in your interest rates as a result of the monthly reviews for Preferred or Non-Preferred rates will be effective with the billing cycle ending on the review date.

To be eligible for Preferred rates, the following conditions must be met as of the review date: you have made at least the required minimum payments when due on your Account and on all other loans or accounts with us and your other creditors; the credit limit on your Account has not been exceeded; and any payment on your Account has not been returned unpaid.

If you do not meet all of these conditions, then you will be in default under this Agreement and your Account may lose its

Preferred rates. In this event, a Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) will apply to all existing and new balances on your Account and these balances will remain subject to a Non-Preferred rate until they are paid in full. When we review your Account in subsequent monthly reviews, your Account may again be eligible for Preferred rates for new Purchases, new Balance Transfers and new Advances if, for a time period not to exceed 12 months, the following conditions are met: your Account is open, you have made the required minimum payments when due on your Account and on all other loans or accounts with us and your other creditors, the credit limit on your Account has not been exceeded and any payment on your Account has not been returned unpaid. Notwithstanding the above, we may waive our rights, such as our right to enforce a Non-Preferred rate on existing and new balances until paid in full or to enforce any minimum Non-Preferred rate. However, if we do waive any of our rights and there is another occurrence when you do not meet the conditions described above to be eligible for Preferred rates, we may again impose a Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) on all existing and new balances until they are paid in full.

We may obtain consumer credit reports from credit bureaus on you at any time in the future. We may use the reports and their contents, as well as information about your Account including its payment and/or usage history and your other relationships with us and our affiliates, to review your Account including for the purposes of determining its eligibility for Preferred rates and of establishing the Non-Preferred rates that may apply to your Account.

ARBITRATION AGREEMENT

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION AGREEMENT CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THAT IS COVERED BY THIS ARBITRATION AGREEMENT THROUGH ARBITRATION, EVEN IF YOU WOULD PREFER TO LITIGATE THE CLAIM IN A COURT. YOU ARE GIVING UP RIGHTS YOU MIGHT HAVE TO LITIGATE SUCH CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION, MAY NOT BE AVAILABLE IN ARBITRATION OR MAY BE MORE LIMITED. CERTAIN CLAIMS BY EITHER OF US AGAINST THE OTHER SEEKING UP TO $25,000, EXCLUDING INTEREST, COSTS AND FEES, MAY BE RESOLVED BY LITIGATION AND NOT ARBITRATION.

1. **Binding Arbitration.** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and

procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

2. **Claims Covered.** Any claim or dispute ("Claim", which term may refer to more than one claim as is appropriate for the context in which it is used) by either you or us against the other, or against the employees, agents, or assigns of the other arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account, will, at the election of either you or us, be resolved by binding arbitration. This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law such as respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. As used in this Arbitration Agreement, the term "Claim" is to be given the broadest possible meaning. Notwithstanding the foregoing, a Claim may be resolved by litigation and is not subject to arbitration under this Arbitration Agreement if (1) the only remedy that will be sought by either of the parties is monetary damages; (2) neither party will seek a recovery in excess of $25,000, excluding interest, costs and fees; and (3) the only parties to the litigation will be you and us. If one party wants a Claim to be resolved by arbitration, but the other party believes the Claim may be litigated subject to this small claims exception, the party seeking arbitration may require reasonable assurance from the other party that the conditions are true and that the party wishing to resolve the Claim by litigation will take no action now or in the future to change the nature of the Claim so that it would no longer meet the conditions of this small claims exception. If such reasonable assurance is not provided, the party seeking such assurance may require the Claim to be resolved by arbitration.

As used in this Arbitration Agreement, the term "Claims" includes claims that arose in the past, or arise in the present or the future. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us. This means that even if a class action lawsuit or other representative action, such as those in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to arbitration if you or we so elect. Claims subject to arbitration include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any

such Claims advanced in the lawsuit by any party or parties.

For the purposes of this Arbitration Agreement, "we" and "us" means Chase Manhattan Bank USA, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

3. **Initiation of Arbitration.** The party filing an arbitration must choose one of the following three arbitration administrators: American Arbitration Association; JAMS; or National Arbitration Forum. However, if we elect an administrator, you will have ten days after receiving notice of our election to request that the arbitration be conducted pursuant to rules of one of the other two arbitration administrators. To exercise your choice, you must notify us of your choice by writing us at P. O. Box 15933, Wilmington, DE 19850-5933. Send us a copy of the notice you received and state which of the other two arbitration administrators you choose. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected administrator by an impartial third party chosen in accordance with this Arbitration Agreement and rules of the selected administrator. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605
Web site: www.adr.org
800-778-7879

JAMS
1920 Main Street, Suite 300
Irvine, CA 92610
Web site: www.jamsadr.com
800-352-5267

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
Web site: www.arbitration-forum.com
800-474-2371

Procedures and law applicable in arbitration. A single, [illegible]ral arbitrator will resolve Claims. The arbitrator will either be [illegible]yer with at least ten years experience or a retired or former [illegible]. The arbitrator will be selected in accordance with the [illegible]s of the arbitration administrator. The arbitration will be [illegible]ducted under the applicable procedures and rules of the [illegible]tration administrator that are in effect on the date the [illegible]tration is filed unless those procedures and rules are [illegible]onsistant with this Arbitration Agreement, in which case this [illegible]eement will prevail. These procedures and rules may limit the [illegible]ount of discovery available to you or us. The arbitrator will [illegible]ly applicable substantive law consistent with the FAA and [illegible]licable statutes of limitations, and will honor claims of [illegible]vilege recognized at law. You may choose to have a hearing [illegible]d be represented by counsel. The arbitrator will take [illegible]sonable steps to protect customer Account information and [illegible]er confidential information, including the use of protective [illegible]ders to prohibit disclosure outside the arbitration, if requested [illegible] do so by you or us. The arbitrator will have the power to [illegible]ard to a party any damages or other relief provided for under [illegible]plicable law, and will not have the power to award relief to, [illegible]ainst, or for the benefit of any person who is not a party to the [illegible]oceeding. The arbitrator may award punitive damages or [illegible]torney fees, if such damages are authorized by law. The [illegible]bitrator will make any award in writing but need not provide a [illegible]atement of reasons unless requested by a party. Upon a [illegible]quest by you or us, the arbitrator will provide a brief statement [illegible] the reasons for the award.

[illegible] Costs. At your written request, we will advance any [illegible]ndable arbitration filing fee, or administrative and hearing [illegible] that you are required to pay to pursue a Claim in arbitration [illegible]p to the amount of $500. We will reimburse you for the initial [illegible]e if you paid it and you prevail on your Claim. If there is a [illegible]earing, we will pay any fees of the arbitrator and arbitration [illegible]dministrator for the first two days of that hearing. All other fees [illegible]ill be allocated in keeping with the rules of the arbitration [illegible]dministrator and applicable law. However, we will advance or [illegible]eimburse filing fees and other fees if the arbitration [illegible]dministrator or arbitrator determines there is good reason for [illegible]equiring us to do so or you ask us and we determine there is [illegible]ood cause for doing so. Each party will bear the expense of the [illegible]ees and costs of that party's attorneys, experts, witnesses, [illegible]documents and other expenses, regardless of which party [illegible]prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

6. Enforcement, finality, appeals. You or we may bring an action including a summary or expedited motion to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if any such Claims are part of a lawsuit. Failure or forbearance to enforce this Arbitration Agreement at any particular time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing. The arbitrator's decision will be final and binding, except for any right of appeal under the FAA. In addition, the non-prevailing party may appeal any award that exceeds $100,000 or that includes an award of punitive damages. Any request for an appeal must be filed in writing with the same arbitration administrator within 30 days of the receipt by the non-prevailing party of notice of the original award. The appeal shall be heard before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the majority vote. The cost of the appeal imposed by the arbitration administrator shall be borne by the appealing party. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

7. **Severability, survival.** This Arbitration Agreement shall survive: (i) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party; and (iii) any transfer, sale, or assignment of your Account, or any amounts owed on your Account, to any other person. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Billing Rights. The Billing Rights notice that contains important information about your rights and our responsibilities under the Fair Credit Billing Act will not change from what was disclosed to you under your existing terms, and accordingly that Notice is incorporated herein by reference. Your monthly billing statements also contain a Billing Rights notice.

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*PRICING SCHEDULE

Minimum Payment:
greater of 2% ($10 minimum) or total Finance Charge on monthly statement

FINANCE CHARGES:
Periodic Rate FINANCE CHARGES:
Preferred:
Purchases:
Daily Periodic Rate: .02737%[^]
Nominal ANNUAL PERCENTAGE RATE: 9.99%[^]
Variable Rate Index & Margin: Prime Rate* + 5.24%
Advances:
Daily Periodic Rate: .05477%[^]
Nominal ANNUAL PERCENTAGE RATE: 19.99%[^]
Variable Rate Index & Margin: Prime Rate* + 11.99%
Advances Preferred rate not lower than 19.99% APR (daily periodic rate .05477%)

Non-Preferred:
Purchases, Balance Transfers and Advances:
Daily Periodic Rate: .06298%[^]
Nominal ANNUAL PERCENTAGE RATE: 22.99%[^]
Variable Rate Index & Margin: Prime Rate* + 14.99%
Non-Preferred rate not lower than 22.99% APR (daily periodic rate .06298%)

Minimum Purchases FINANCE CHARGES: 50¢
Transaction Fees FINANCE CHARGES:
3% per Advance ($5 minimum)
$50 per Balance Transfer

Other Fees and Charges:

Late Payment Fee:	Previous Balance	Late Fee
	up to $150.00	$15
	$150.01 up to $1,200.00	$29
	$1,200.01 or greater	$35
	Non-Preferred rate in effect	$35

(Late fee based on Previous Balance on statement that shows late fee)

Overlimit Fee:	$ 29
Returned Payment Fee:	$ 29
Declined Check Fee:	$ 29
Stop Payment Fee:	$ 29
Phone Payment Fee:	$ 12
Card Replacement Fee:	$ 10
Copy Fee:	$ 5 per copy; $10 per original sales slip

Foreign Currency Transaction Fee: 2% of the converted amount

Note: The Annual Fee (if any) will remain the same as under your existing terms.

[^]Estimated rate as of last business day of March, 2002

*Prime Rate (the "Index") is the highest prime rate published in the "Money Rates" table of *The Wall Street Journal* on the last business day of each calendar month ("Determination Date"). Changes in the Index will be effective from the first day of the billing cycle that closes in the calendar month following the Determination Date.

Any interest rates or fees in the Pricing Schedule that are the same as under your existing terms are incorporated by reference into the Pricing Schedule.

M-51968

American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, Web site: www.adr.org, 800-778-7879; or

National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, Web site: www.arbitration-forum.com, 800-474-2371

Procedures and law applicable in arbitration. A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years experience or a retired or former judge. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer Account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. If the law authorizes such relief, the arbitrator may award punitive damages or attorney fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

Costs. We will reimburse you for the initial arbitration filing fee paid by you up to the amount of $500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

Enforcement, finality, appeals. Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Each party will bear their own fees, costs and expenses for any appeal, but a party may recover any or all fees, costs and expenses from another party, if the majority of the panel of arbitrators, applying applicable law, so determines. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

Severability, survival. This Arbitration Agreement shall survive: (i) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf; and (iii) payment of the debt in full by you or by a third party. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

3. **DEFAULT RATES:** If your agreement has a section titled either "Default Rate" or "Preferred Customer Pricing Eligibility", then the following applies to your account. In that section, if not so already, we are removing the provision that states that the default rate or "non-preferred" rate make take effect if you fail to make a payment when due to another creditor other than us or one of our related companies. This change does not apply if your account does not have a default or "non-preferred" rate.

If you have questions about these changes, you can call us at the number on the back of your card.

This notice informs you of changes to your agreement. Please keep it with your original Cardmember Agreement.

ADV2550 10/05

IMPORTANT NOTICE FOR CREDIT CARD CUSTOMERS ABOUT CHANGES TO YOUR CARDMEMBER AGREEMENT— PLEASE READ AND RETAIN FOR YOUR RECORDS

Dear Cardmember:

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account.

Periodically, we may change various terms and conditions associated with your account. We share this information with you in the form of a Change in Terms disclosure. **The Change in Terms disclosure below advises of upcoming changes that will be effective as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section which will be effective as early as the first day of your billing cycle that includes January 1, 2006.** These changes apply to all of your accounts with us, as applicable. We hope that you take the time to review this information carefully. Please keep this notice with your Cardmember Agreement ("agreement") for future reference.

Thank you for the opportunity to serve your credit needs. We look forward to serving those needs in the future.

SUMMARY OF CHANGES:

The changes to your agreement will take effect as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section which will take effect as early as the first day of your billing cycle that includes January 1, 2006. We have summarized below some of these changes. For complete details about all changes, please read the entire amendment. The terms described in this notice that are already in effect on your account will continue to apply. Note that some terms in your agreement may appear with initial capital letters or all lower case letters. Such terms have the same meaning. For example, "Account" means the same as "account."

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1. Minimum Payment (if not so already)
The minimum payment calculation will be revised to permit the addition of certain fees and finance charges as part of the minimum payment.

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2. Arbitration (if not so already)
The arbitration agreement section provides that arbitration is at the choice of either party, permits the choice of two arbitration administrators, provides for the advancement by us of certain costs to file an arbitration, permits a right of appeal to either party and contains other differences from your existing arbitration terms. Please review the entire arbitration agreement section to fully understand the differences.

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3. Default Rate/Non-Preferred Rate (if not so already)
The default rate section or "preferred customer pricing eligibility" section will be revised so that the default rate or "non-preferred" rate will not apply if you fail to make a payment when due to another creditor other than us or one of our related companies.

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE ABOVE CHANGE(S):

The changes summarized above will be effective as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section that will be effective as early as the first day of your billing cycle that includes January 1, 2006. The new terms will apply to current and future balances on your account. You have the right to reject the new terms stated in this Notice. **If you wish to reject these terms, you must notify us in writing by December 22, 2005, that you wish to reject them. If you reject these terms, your account will be closed to further use (if it is not already closed).** Please include your name, address and account number on the correspondence and mail it to: Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098. If you give us notice that you wish to reject these terms, you may not make any more charges to your account. You will, however, be entitled to pay off any outstanding balances on your account in accordance with your applicable account terms. Even if you send us the notice, if you use your Card or account on or after December 22, 2005, you will be deemed to have accepted the new terms and those terms will be applied to you as if you had not sent us any notice. (If you send us the notice, please make alternate arrangements to pay any charges you have previously authorized to be made to this account, such as recurring charges.)

AMENDMENTS TO THE AGREEMENT:
In order to implement the above-described change in terms, the following changes, as applicable, will be made to your agreement:

1. **MINIMUM PAYMENT:** If not so already, the following replaces the section entitled "**Minimum Payment**":

   Minimum Payment: You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a balance that is subject to finance charges, the sooner you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day.

   Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is $10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the largest of the following: $10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late and overlimit fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.

   Note: If your account has no pre-set spending limit (such as a Visa Signature Card or World MasterCard Card account), then the last two sentences in the second paragraph above are as follows: Otherwise, it will be the largest of the following: $10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit access line.

2. **ARBITRATION:** If not so already, the following replaces the section entitled "**ARBITRATION**" or "**ARBITRATION AGREEMENT**":

   ARBITRATION AGREEMENT: PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED. EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED.

   Binding Arbitration. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

   Parties Covered. For the purposes of this Arbitration Agreement, "we", "us", and "our" also includes our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we", "us" and "our" shall include any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

   Claims Covered. Either you or we may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account ("Claim"). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law such as respondeat superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. This Arbitration Agreement includes Claims that arose in the past, or arise in the present or the future. As used in this Arbitration Agreement, the term Claim is to be given the broadest possible meaning.

   Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties.

   As an exception to this Arbitration Agreement, you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect.

   No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us.

   Initiation of Arbitration. The party filing a Claim in arbitration must choose one of the following two arbitration administrators: American Arbitration Association or National Arbitration Forum. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators as follows:

VERIFICATION

I, Dawn [illegible], hereby depose and state that:

The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

I am the Authorized Representative and a duly authorized representative of the plaintiff;

The factual allegations set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief, and they are that GLORIA HUDSON owes the balance of $3,107.94 to CACV OF COLORADO, LLC on previously submitted invoices, which balance is due and unpaid as if the date of the execution of this Verification.

I am aware that if any of the foregoing is willfully false, I am subject to punishment.

I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

By: ______________________

Dated: SEP 1 8 200[illegible]

____

Authorized Representative

PA 7.27.07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104715
NO: 07-1970-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CACV OF COLORADO, LLC
vs.
DEFENDANT: GLORIA HUDSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	9129	10.00
SHERIFF HAWKINS	HARRISON	9129	7.02

FILED
0/3:30Lm
JAN 15 2009
S
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

DOCKET # 104715
NO: 07-1970-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CACV OF COLORADO, LLC
vs.
DEFENDANT: GLORIA HUDSON

AMMENDED
SHERIFF RETURN

Change 7.02
to 7.42

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	9129	10.00
SHERIFF HAWKINS	HARRISON	9129	7.42

5 FILED
JAN 21 2009
0/3:20(
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

______ Day of ______________ 2009

____

So Answers,

Chester A. Hawkins
Sheriff

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

CACV OF COLORADO Plaintiff vs. GLORIA HUDSON Defendant	* * * * *	NO. 2007-1970-CD

ORDER

NOW, this 25th day of June, 2013, upon the Court's review of the docket and noting no activity for a period of over four years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

NoCC

0/9:00am

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