

08-849-CD  
Capital One vs Benjamin Saggese al

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

CAPITAL ONE BANK

Plaintiff

No. 08-849-CD

vs.

COMPLAINT IN CIVIL ACTION

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06180673

FILED  
MAY 07 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y fee \$95.00  
2cc Sheriff

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

CUMBERLAND COUNTY

LAWYER REFERRAL SERVICE  
CUMBERLAND COUNTY BAR ASSOCIATION  
32 SOUTH BEDFORD STREET  
CARLISLE, PA 17013  
(717) 249-3166

### COMPLAINT

1. Plaintiff is a corporation with offices at 15000 CAPITAL ONE DRIVE RICHMOND, VA 23238.

2. Defendant, BENJAMIN A SAGGESE, is an adult individual engaged in business as BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL with a last known address of 125 COLORADO RD MUNSON, PA 16860 .

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number XXXXXXXXXXXXX2779 .

4. Defendant made use of said credit card and has a current balance due and owing to Plaintiff, as of MARCH 28, 2008, in the amount of \$1,960.26. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.

5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.

6. Plaintiff avers that the Cardholder Agreement between the parties provides the Plaintiff is entitled to the addition of finance charges at the rate of 28.70% per annum on the unpaid balance.

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

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendant, BENJAMIN A SAGGESE individually and d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL, in the amount of \$1,960.26 with continuing interest thereon at the rate of 28.70% per annum from MARCH 28, 2008 plus costs.

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

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



William T. Molczan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:06180673

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.



Please fill out Access Authorization Form on reverse

**CapitalOne**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

MAY 10 - JUN 09, 2006  
Page 1 of 1

### Account Summary

|                                   |               |
|-----------------------------------|---------------|
| Previous Balance                  | \$1,189.22    |
| Payments, Credits and Adjustments | \$0.00        |
| Transactions                      | \$74.00       |
| Finance Charges                   | \$29.36       |
| New Balance                       | \$1,292.58    |
| Minimum Amount Due                | \$1,292.58    |
| Payment Due Date                  | July 08, 2006 |
| Total Credit Line                 | \$700         |
| Total Available Credit            | \$0.00        |
| Credit Line for Cash              | \$700         |
| Available Credit for Cash         | \$0.00        |

### Payments, Credits and Adjustments

#### Transactions

|   |        |                        |         |
|---|--------|------------------------|---------|
| 1 | 09 JUN | CAPITAL ONE MEMBER FEE | \$39.00 |
| 2 | 09 JUN | PAST DUE FEE           | 35.00   |

You were assessed a past due fee of \$35.00 on 06/09/2006 because your minimum payment was not received by the due date of 06/09/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:                      Send inquiries to:  
Attn: Remittance Processing              Capital One  
Capital One, F.S.B.                      P.O. Box 30285  
P.O. Box 790217                      SLC, UT 84130-0285  
St. Louis, MO 63179-0217

### Important Account Information

Beginning July 1st, 2006, based on your account activity you may be assessed more than two late, overlimit, or returned check fees that occur during any billing period.

**EXHIBIT**  
(1)

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$557.15                | .07863% F     | 28.70%            | \$13.58        |
| CASH      | \$647.45                | .07863% F     | 28.70%            | \$15.78        |

ANNUAL PERCENTAGE RATE applied this period

28.70%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 7 4791241730562779 09 1292580020001292588

New Balance \$1,292.58  
Minimum Amount Due \$1,292.58  
Payment Due Date July 08, 2006  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

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

#9016120336391544# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

# ACCESS AUTHORIZATION FORM

BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL

Account #: 4791241730562779

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                           | ACCOUNT OWNER                      | ACCOUNT MANAGER          | AUTHORIZED USER          |
|-------------------------------------------|------------------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                 | <input type="checkbox"/>           | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                 | <input type="checkbox"/>           | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                 | <input type="checkbox"/>           | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                 | <input type="checkbox"/>           | <input type="checkbox"/> | <input type="checkbox"/> |
| X Current Account Owner's Signature _____ | Today's Date _____ / _____ / _____ |                          |                          |



09R09 01400  
9396F  
2

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

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

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

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

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

**2. Average Daily Balance (Including New Purchases).**

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

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

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

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

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

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

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

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

**6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

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

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

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

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

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

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

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).  
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01LGLBAK

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

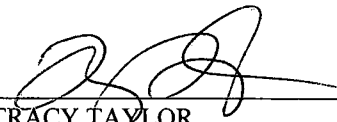
VERIFICATION

CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank

vs

SAGGESE, BENJAMIN A

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, TRACY TAYLOR, Authorized Agent, of CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.

  
\_\_\_\_\_  
TRACY TAYLOR

Notary Public



JAMELA SINGLETARY  
NOTARY PUBLIC  
GEORGIA, DEKALB COUNTY  
MY COMMISSION EXPIRES NOV 4, 2011

4791241730562779

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-849-CD

CAPITAL ONE BANK

VS

SERVICE # 1 OF 2

BENJAMIN A. SAGGESE ind & d/b/a BENJAMIN A. SAGGESE ARTIST GUARDIAN ANGEL  
COMPLAINT

SERVE BY: 06/06/2008

HEARING:

PAGE: 104141

**FILED**

DEFENDANT: BENJAMIN A. SAGGESE, Ind.

ADDRESS: 125 COLORADO RD  
MUNSON, PA 16860

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

5/16/08 *ph*

**SHERIFF'S RETURN**

NOW, 5/19/08 AT 9:19 AM/PM SERVED THE WITHIN

COMPLAINT ON BENJAMIN A. SAGGESE, Ind., DEFENDANT

BY HANDING TO Ben Saggese, Self

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

ADDRESS SERVED 125 Colorado rd Munson

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR BENJAMIN A. SAGGESE, Ind.

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO BENJAMIN A. SAGGESE, Ind.

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*[Signature]*

Deputy Signature

*S. Hunter*

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-849-CD

CAPITAL ONE BANK

vs

SERVICE # 2 OF 2

BENJAMIN A. SAGGESE ind & d/b/a BENJAMIN A. SAGGESE ARTIST GUARDIAN ANGEL  
COMPLAINT

SERVE BY: 06/06/2008

HEARING:

PAGE: 104141

DEFENDANT: BENJAMIN A. SAGGESE d/b/a BENJAMIN A. SAGGESE ARTIST GUARDIAN ANGEL

ADDRESS: 125 COLORADO RD  
MUNSON, PA 16860

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

5/16/08 *LF*

**SHERIFF'S RETURN**

NOW, 5/29/08 AT 919 AM/PM SERVED THE WITHIN

COMPLAINT ON BENJAMIN A. SAGGESE d/b/a BENJAMIN A. SAGGESE ARTIST GUARDIAN ANGEL,  
DEFENDANT

BY HANDING TO Ben. Saggese / self

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

ADDRESS SERVED 125 Colorado rd Munson

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR BENJAMIN A. SAGGESE d/b/a BENJAMIN A. SAGGESE ARTIST GUARDIAN ANGEL

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO BENJAMIN A. SAGGESE d/b/a BENJAMIN A. SAGGESE ARTIST  
GUARDIAN ANGEL

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*Deputy S. Hunter*  
Deputy Signature

S. Hunter  
Print Deputy Name

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

## CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

**VS.**

**BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL**

Defendant

\*  
\*  
\* No. 08-849-CD

\* TYPE OF PLEADING:  
\* ENTRY OF APPEARANCE

\* FILED ON BEHALF OF:  
\* Benjamin A. Saggese, Defendant

\* COUNSEL OF RECORD FOR  
\* THIS PARTY:

\* David C. Mason, Esq.  
\* Supreme Court No. 39180  
\* Attorney at Law  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

\* COUNSEL OF RECORD FOR  
\* PLAINTIFF:

\* William T. Molczan, Esquire  
\* PA I.D. #47437  
\* WELTMAN, WEINBERG & REIS CO, L.P.A.  
\* 1400 Koppers Building  
\* 436 Seventh Avenue  
\* Pittsburgh, PA 15219  
\* (412) 434-7955

WWR#06180673

FILED NO CC.  
m19:33Bd  
MAY 22 2008 (6K)

William A. Shaw  
Prothonotary/Clerk of Courts

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

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\*  
\* No. 08-849-CD  
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**PRAECIPE FOR ENTRY OF APPEARANCE**

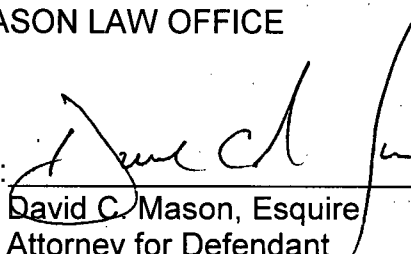
TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on the behalf of the above named Defendant, Benjamin A. Saggese, individually and d/b/a/ Benjamin A. Saggese Artist Guardian Angel.

MASON LAW OFFICE

DATED: 5-20-8

By:

  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Defendant

**FILED**

**MAY 22 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

\*  
\* No. 08-849-CD  
\*

\*  
\* TYPE OF PLEADING: Certificate of  
\* Service  
\*

\*  
\* FILED ON BEHALF OF:  
\* Defendant  
\*

\*  
\* COUNSEL OF RECORD FOR  
\* THIS PARTY:  
\*

\*  
\* David C. Mason, Esquire  
\* MASON LAW OFFICE  
\* 409 North Front Street  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* 814-342-2240  
\* I.D. No. 39180  
\*

\*  
\* ATTORNEY FOR PLAINTIFF:  
\* William T. Molczan, Esquire  
\* Weltman, Weinberg & Reis Co., L.P.A.  
\* 1400 Koppers Building  
\* 436 Seventh Avenue  
\* Pittsburgh, PA 15219  
\* 412-434-7955  
\* PA ID #47437

FILED

MAY 22 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

\*  
\* No. 08-849-CD  
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CERTIFICATE OF SERVICE

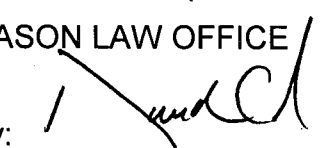
I, DAVID C. MASON, do hereby certify that I served a Praecept for Entry of Appearance as Counsel for the above defendant, filed in the above captioned matter, by depositing the same in the United States Mail, first class, postage prepaid, and addressed as follows:

William T. Molczan, Esquire  
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

DATED: 5-20-8

MASON LAW OFFICE

By:

  
David C. Mason, Esquire  
Attorney for Defendant

**FILED**

**MAY 22 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

## CIVIL ACTION - LAW

Plaintiff

VS.

Defendant

WWR#06180673

FILED  
JUL 02 2008  
mo/11:30/c  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Cent to ATTU  
NEW MATTER (610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

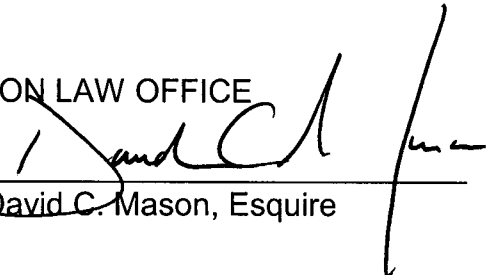
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\* No. 08-849-CD  
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\*

**NOTICE TO PLEAD**

TO THE PLAINTIFF:

You are hereby required to plead to the within New Matter within twenty (20) days  
from the date of service hereof.

MASON LAW OFFICE

By: 

David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

\*  
\*  
\* No. 08-849-CD  
\*  
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\*  
\*  
\*  
\*

**ANSWER CONTAINING NEW MATTER**

**AND NOW**, comes Defendant Benjamin A. Saggese, d/b/a Benjamin A. Saggese Artist Guardian Angel, by and through his attorney, David C. Mason, who files the following Answer Containing New Matter, and in support thereof avers as follows:

1-3. ADMITTED.

4. ADMITTED IN PART AND DENIED IN PART. It is admitted that Defendant made use of a credit card and that Plaintiff claims a balance due of \$1,960.26. It is strictly denied that Defendant's balance is as stated. The statement attached to Plaintiff's Complaint, for the period ending June 9, 2006, is \$1,292.58.

5. ADMITTED IN PART AND DENIED IN PART. It is admitted that Defendant has not made monthly payments to Plaintiff. The implication that Defendant owes \$1,960.26 is strictly denied.

6. DENIED. It is denied that any agreement between the parties permits the

imposition of interest at the rate of 28.7% per annum, and strict proof of this averment will be required.

7. DENIED. It is denied that Plaintiff has "repeatedly" requested Defendant to pay this amount. To the contrary, Plaintiff's predecessor charged off this debt over six (6) years ago.

**NEW MATTER**

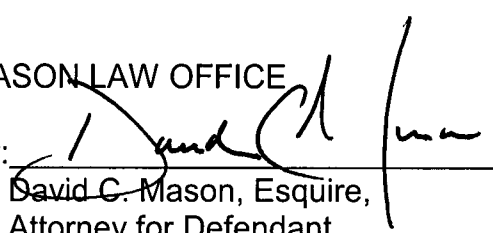
1. Defendant raises as a defense to this matter all applicable Statutes of Limitation.

2. Defendant has not used this credit account for a period in excess of four (4) years prior to May 7, 2008.

3. Plaintiff has not issued a statement on this account to the Defendant since June 10, 2006, a period in excess of two (2) years.

**WHEREFORE**, Defendant prays your Honorable Court for judgment in favor of Defendant and against Plaintiff.

MASON LAW OFFICE

By: 

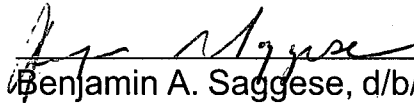
David C. Mason, Esquire,  
Attorney for Defendant

**VERIFICATION**

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

DATED:

7-1-08

  
Benjamin A. Saggese, d/b/a Benjamin  
A. Saggese Artist Guardian Angel,  
Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

\*  
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\* No. 08-849-CD  
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**CERTIFICATE OF SERVICE**

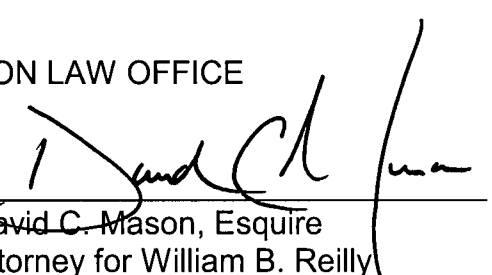
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of DEFENDANT'S ANSWER CONTAINING NEW MATTER filed in the above captioned action by placing the same in the United States mail, postage prepaid and addressed as follows:

William T. Molczan, Esquire  
WELTMAN, WEINBERG & REIS CO, L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

MASON LAW OFFICE

DATED: 7-1-8

By:

  
David C. Mason, Esquire  
Attorney for William B. Reilly

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

CAPITAL ONE BANK,

Plaintiff,

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIS GUARDIAN ANGEL,

Defendant.

No. 08-849-CD

TYPE OF PLEADING:

REPLY TO NEW MATTER

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Benjamin R Bibler, Esquire  
PA I.D.#93598  
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR # 06180673

FILED No CC.  
12:20pm  
JUL 28 2008  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

No. 08-849-CD

TYPE OF PLEADING:

vs.

REPLY TO NEW MATTER

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIS GUARDIAN ANGEL,

Defendant.

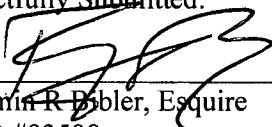
**REPLY TO NEW MATTER**

AND NOW COMES, Plaintiff, by and through its Counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Reply to Defendant's New Matter in the above-referenced matter. In support thereof, Plaintiff avers as follows:

1. Denied as a conclusion of law to which no response is required.
2. Denied. Plaintiff brings this action well within the applicable statute of limitations.
3. Neither admitted or denied. By way of further answer the allegations in Plaintiff's Complaint speak for themselves.

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

Respectfully Submitted:

By: 

Benjamin R. Dabler, Esquire  
PA I.D.#93598

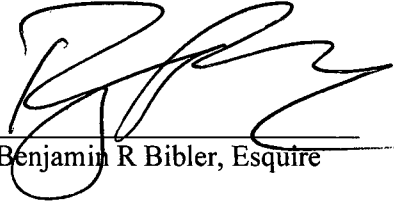
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR # 6180673

**CERTIFICATE OF SERVICE**

A true and correct copy of said Plaintiff's Reply to New Matter has been served by First Class Mail, Postage Pre-Paid, on the 24 day of July, 2008, upon the following:

David C. Mason, Esquire  
P.O. Box 28  
Philipsburg, PA 16866

By: \_\_\_\_\_

  
Benjamin R Bibler, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104141  
NO: 08-849-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK

vs.

DEFENDANT: BENJAMIN A. SAGGESE ind & d/b/a BENJAMIN A. SAGGESE ARTIST GUARDIAN ANGEL

SHERIFF RETURN

RETURN COSTS

**FILED**  
013:3861  
AUG 20 2008 CR

William A. Shaw  
Prothonotary/Clerk of Courts

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | WELTMAN | 8674998 | 20.00  |
| SHERIFF HAWKINS | WELTMAN | 8674998 | 58.34  |

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

\*

\*

\* No. 08-849-CD

\*

\*

\*

\*

\* TYPE OF PLEADING:

\* CERTIFICATE OF SERVICE

\*

\*

\* FILED ON BEHALF OF:

\* Benjamin A. Saggese, Defendant

\*

\* COUNSEL OF RECORD FOR

\* THIS PARTY:

\*

\* David C. Mason, Esq.

\* Supreme Court No. 39180

\* Attorney at Law

\* P.O. Box 28

\* Philipsburg, PA 16866

\* (814) 342-2240

\*

\* COUNSEL OF RECORD FOR

\* PLAINTIFF:

\*

\* Benjamin R. Bibler, Esquire

\* PA I.D. #93958

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

\* 1400 Koppers Building

\* 436 Seventh Avenue

\* Pittsburgh, PA 15219

\* (412) 434-7955

\*

WWR#06180673

FILED *mpc*  
*MP 35/81*  
SEP 24 2008 *610*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

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\* No. 08-849-CD  
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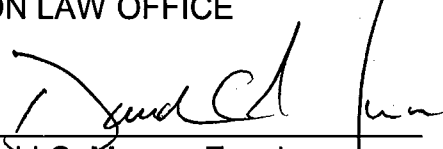
**CERTIFICATE OF SERVICE**

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of DEFENDANT'S ANSWERS TO PLAINTIFF'S REQUEST FOR ADMISSIONS AND PRODUCTION OF DOCUMENTS filed in the above captioned action by placing the same in the United States mail, postage prepaid and addressed as follows:

Benjamin R. Bibler, Esquire  
WELTMAN, WEINBERG & REIS CO, L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

MASON LAW OFFICE

DATED: 9/23/8

By: 

David C. Mason, Esquire  
Attorney for Benjamin A. Saggese

**FILED**

**SEP 24 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 08-849-CD

TYPE OF PLEADING:

vs.

**PRAECIPE TO SCHEDULE**

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL,

Defendant.

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

FILED NO CC  
DEC 29 2008  
11:33 AM

William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 08-849-CD

vs.

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL,

Defendant.

**PRAECIPE TO SCHEDULE**

TO THE PROTHONOTARY:

Please schedule Plaintiff's Motion For Summary Judgment before a Judge for decision.

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

By: 

Matthew D. Urban, Esquire

PA I.D. #90963

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

**CERTIFICATE OF SERVICE**

A true and correct copy of the Praeipie to Schedule has been served by First Class Mail, postage pre-paid, on 23<sup>rd</sup> day of December, 2008 upon the following:

David Mason, Esq.  
409 North Front Street  
Pob 28  
Philipsburg, Pa 16866

By: 

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

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 08-849-CD

vs.

**MOTION FOR SUMMARY JUDGMENT**

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL,

Defendant.

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

**FILED**  
DEC 29 2008

William A. Shaw  
Notary Public/Clerk of Courts

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

CAPITAL ONE BANK,

Plaintiff,

Case No.: 08-849-CD

vs.

**MOTION FOR SUMMARY JUDGMENT**

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL,  
Defendant.

**MOTION FOR SUMMARY JUDGMENT**

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

1. Plaintiff filed a Complaint against Defendant seeking judgment in the amount of \$1,960.26 with interest at the interest rate of 28.70% per annum from March 28<sup>th</sup>, 2008 and costs. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.
2. Attached to the Complaint was Verification from an authorized representative of Plaintiff verifying the accuracy of the amount sought. See Exhibit "A".
3. Defendant filed an Answer to Plaintiff's Complaint. A true and correct copy of the Answer is attached hereto as Exhibit "B" and made a part hereof.
4. On or September 12<sup>th</sup>, 2008, Plaintiff served upon Defendant a set of requests for admissions and requests for production of documents. A true and correct copy of same is attached hereto as Exhibit "C" and made a part hereof.
5. Defendant served upon Plaintiff her Answers to the discovery demands. A true and correct copy of the same is attached hereto as Exhibit "D" and made a part hereof.
6. Defendant admits he signed the credit card application.

7. Defendant admits he made payments on the account.
8. Defendant admits he never submitted a written dispute as to a billing inaccuracy.
9. In Defendant's supplemental responses to Plaintiff's discovery requests, he admits the attached monthly statements correctly identify the purchases, cash advances, and payments, although he disputes the various fees and finance charges.
10. Defendant fails to provide any support for his dispute of the various charges.
11. Defendant as his only defense now attempts to dispute the fees and finance charges assessed pursuant to the terms and conditions of the credit card, despite the fact the Defendant acknowledges the correctness of the monthly statements and that he never disputed the accuracy of those statements.
12. Defendant's unsubstantiated general denial of the debt is not enough to defeat this motion.
13. Bald unsupported assertions of conclusory accusations cannot create a genuine issue of material fact to preclude the entry of summary judgment. McCain vs. Pennbank, 379 Pa. Super. 313, 549 A.2d 1311 (1988); Golashevsky vs. Commonwealth, Department of Environmental Resources, 683 A.2d 1299, 1302 (Pa. Cmwlth., 1996).
14. There are no meritorious defenses against this action and Plaintiff is entitled to summary judgment as a matter of Law against defendant.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant summary judgment in favor of Plaintiff and against Defendant for \$1,960.26 with interest at the legal interest rate of 28.70% per annum from March 28th, 2008 and costs.

Respectfully Submitted:

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

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

CAPITAL ONE BANK

Plaintiff

No.

vs.

COMPLAINT IN CIVIL ACTION

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06180673

EXHIBIT

A

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

CUMBERLAND COUNTY

LAWYER REFERRAL SERVICE  
CUMBERLAND COUNTY BAR ASSOCIATION  
32 SOUTH BEDFORD STREET  
CARLISLE, PA 17013  
(717) 249-3166

COMPLAINT

1. Plaintiff is a corporation with offices at 15000 CAPITAL ONE DRIVE RICHMOND, VA 23238.

2. Defendant, BENJAMIN A SAGGESE, is an adult individual engaged in business as BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL with a last known address of 125 COLORADO RD MUNSON, PA 16860 .

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number XXXXXXXXXXXXX2779 .

4. Defendant made use of said credit card and has a current balance due and owing to Plaintiff, as of MARCH 28, 2008, in the amount of \$1,960.26. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.

5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.

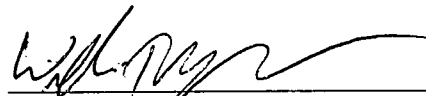
6. Plaintiff avers that the Cardholder Agreement between the parties provides the Plaintiff is entitled to the addition of finance charges at the rate of 28.70% per annum on the unpaid balance.

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

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendant, BENJAMIN A SAGGESE individually and d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL, in the amount of \$1,960.26 with continuing interest thereon at the rate of 28.70% per annum from MARCH 28, 2008 plus costs.

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

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



William T. Molczan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:06180673

# Save time ... One employees access to our account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

MAY 10 - JUN 09, 2006  
Page 1 of 1

### Account Summary

|                                   |            |
|-----------------------------------|------------|
| Previous Balance                  | \$1,189.22 |
| Payments, Credits and Adjustments | \$0.00     |
| Transactions                      | \$74.00    |
| Finance Charges                   | \$29.36    |

|                    |               |
|--------------------|---------------|
| New Balance        | \$1,292.58    |
| Minimum Amount Due | \$1,292.58    |
| Payment Due Date   | July 08, 2006 |

|                           |        |
|---------------------------|--------|
| Total Credit Line         | \$700  |
| Total Available Credit    | \$0.00 |
| Credit Line for Cash      | \$700  |
| Available Credit for Cash | \$0.00 |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

|                             |                          |
|-----------------------------|--------------------------|
| Send payments to:           | Send inquiries to:       |
| Attn: Remittance Processing | Capital One              |
| Capital One, F.S.B.         | P.O. Box 30285           |
| P.O. Box 790217             | St. Louis, MO 63179-0217 |
| St. Louis, MO 63179-0217    | SLC, UT 84130-0285       |

### Important Account Information

Beginning July 1st, 2006, based on your account activity you may be assessed more than two late, overlimit, or returned check fees that occur during any billing period.

### Payments, Credits and Adjustments

#### Transactions

|   |        |                        |         |
|---|--------|------------------------|---------|
| 1 | 09 JUN | CAPITAL ONE MEMBER FEE | \$39.00 |
| 2 | 09 JUN | PAST DUE FEE           | 35.00   |

You were assessed a past due fee of \$35.00 on 06/09/2006 because your minimum payment was not received by the due date of 06/09/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**EXHIBIT**  
[ ]

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$557.15                | .07863% F     | 28.70%            | \$13.58        |
| CASH      | \$647.45                | .07863% F     | 28.70%            | \$15.78        |

ANNUAL PERCENTAGE RATE applied this period

28.70%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**Capital One**

0000000 7 4791241730562779 09 1292580020001292588

|                    |               |
|--------------------|---------------|
| New Balance        | \$1,292.58    |
| Minimum Amount Due | \$1,292.58    |
| Payment Due Date   | July 08, 2006 |

Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

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

009386

#9016120336391544# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

# ACCESS AUTHORIZATION FORM

BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL

Account #: 4791241730562779

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X<br>Current Account Owner's Signature _____ | Today's Date _____       |                          |                          |

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

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

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

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

1. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).  
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One 01LGBAK

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

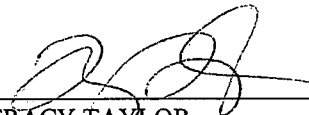
VERIFICATION

CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank

vs

SAGGESE, BENJAMIN A

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, TRACY TAYLOR, Authorized Agent, of CAPITAL ONE BANK (USA), N.A., successor-in-interest to Capital One Bank, Plaintiff Herein, that he/she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.

  
\_\_\_\_\_  
TRACY TAYLOR

\_\_\_\_\_  
Notary Public

  
JAMELA SINGLETARY  
NOTARY PUBLIC  
GEORGIA, DEKALB COUNTY  
MY COMMISSION EXPIRES NOV 4, 2011

4791241730562779

A049

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

\*  
\*  
\* No. 08-849-CD  
\*  
\*  
\*  
\*  
\* TYPE OF PLEADING:  
\* ANSWER CONTAINING NEW MATTER  
\*  
\*  
\* FILED ON BEHALF OF:  
\* Benjamin A. Saggese, Defendant  
\*  
\* COUNSEL OF RECORD FOR  
\* THIS PARTY:  
\*  
\* David C. Mason, Esq.  
\* Supreme Court No. 39180  
\* Attorney at Law  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240  
\*  
\* COUNSEL OF RECORD FOR  
\* PLAINTIFF:  
\*  
\* William T. Molczan, Esquire  
\* PA I.D. #47437  
\* WELTMAN, WEINBERG & REIS CO, L.P.A.  
\* 1400 Koppers Building  
\* 436 Seventh Avenue  
\* Pittsburgh, PA 15219  
\* (412) 434-7955  
\*

WWR#06180673

EXHIBIT

B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

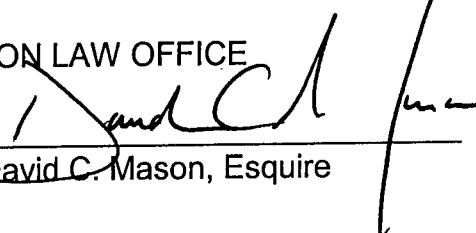
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\* No. 08-849-CD  
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**NOTICE TO PLEAD**

TO THE PLAINTIFF:

You are hereby required to plead to the within New Matter within twenty (20) days  
from the date of service hereof.

MASON LAW OFFICE

By: 

David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

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\* No. 08-849-CD  
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**ANSWER CONTAINING NEW MATTER**

**AND NOW**, comes Defendant Benjamin A. Saggese, d/b/a Benjamin A. Saggese Artist Guardian Angel, by and through his attorney, David C. Mason, who files the following Answer Containing New Matter, and in support thereof avers as follows:

1-3. ADMITTED.

4. ADMITTED IN PART AND DENIED IN PART. It is admitted that Defendant made use of a credit card and that Plaintiff claims a balance due of \$1,960.26. It is strictly denied that Defendant's balance is as stated. The statement attached to Plaintiff's Complaint, for the period ending June 9, 2006, is \$1,292.58.

5. ADMITTED IN PART AND DENIED IN PART. It is admitted that Defendant has not made monthly payments to Plaintiff. The implication that Defendant owes \$1,960.26 is strictly denied.

6. DENIED. It is denied that any agreement between the parties permits the

imposition of interest at the rate of 28.7% per annum, and strict proof of this averment will be required.

7. DENIED. It is denied that Plaintiff has "repeatedly" requested Defendant to pay this amount. To the contrary, Plaintiff's predecessor charged off this debt over six (6) years ago.

**NEW MATTER**

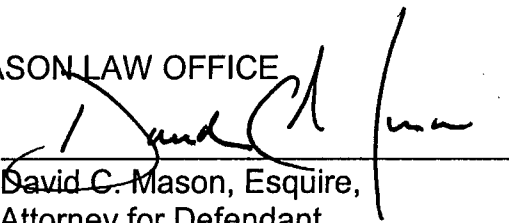
1. Defendant raises as a defense to this matter all applicable Statutes of Limitation.

2. Defendant has not used this credit account for a period in excess of four (4) years prior to May 7, 2008.

3. Plaintiff has not issued a statement on this account to the Defendant since June 10, 2006, a period in excess of two (2) years.

**WHEREFORE**, Defendant prays your Honorable Court for judgment in favor of Defendant and against Plaintiff.

MASON LAW OFFICE

By: 

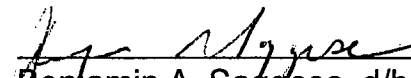
David C. Mason, Esquire,  
Attorney for Defendant

**VERIFICATION**

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

DATED:

7-1-08

  
Benjamin A. Saggese, d/b/a Benjamin  
A. Saggese Artist Guardian Angel,  
Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

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\* No. 08-849-CD  
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**CERTIFICATE OF SERVICE**

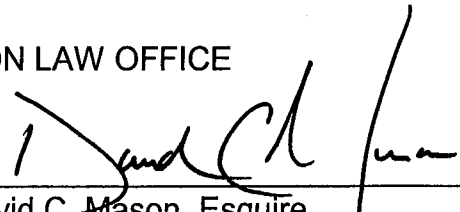
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of DEFENDANT'S ANSWER CONTAINING NEW MATTER filed in the above captioned action by placing the same in the United States mail, postage prepaid and addressed as follows:

William T. Molczan, Esquire  
WELTMAN, WEINBERG & REIS CO, L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

MASON LAW OFFICE

DATED: 7-1-8

By:

  
David C. Mason, Esquire  
Attorney for William B. Reilly

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

Plaintiff,

v.

NO.: 08-849-CD

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant.

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

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

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

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

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

EXHIBIT

C

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

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

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

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

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

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

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

9. These requests are of a continuous nature.

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

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

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

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

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

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

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

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

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

REQUEST FOR ADMISSION NO. 1:

Defendant signed the attached credit card application.

Admitted \_\_\_\_\_

Denied \_\_\_\_\_

If the answer to Request for Admissions No. 2 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

The attached monthly statements, from July 10 2001 through June 9 2006, correctly identify the payments, charges, and balances on the account.

Admitted \_\_\_\_\_

Denied \_\_\_\_\_

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

REQUEST FOR ADMISSION NO. 3:

The last payment on the account was made on April 13 2006.

Admitted \_\_\_\_\_

Denied \_\_\_\_\_

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

REQUEST FOR ADMISSION NO. 4:

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

Admitted \_\_\_\_\_

Denied \_\_\_\_\_

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

REQUEST FOR ADMISSION NO. 5:

\$1960.26 is a correct and accurate current balance of the credit card account in question.

Admitted \_\_\_\_\_

Denied \_\_\_\_\_

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

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

  
Benjamin R. Bibler, Esquire  
PA L.D. #93598  
WELTMAN, WEINBERG & REIS  
CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR: 6186073

**DEFENDANT'S VERIFICATION**

I, \_\_\_\_\_, (please print) under penalty of perjury and subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities verify that the foregoing Responses are true and correct to the best of my knowledge, information and belief.

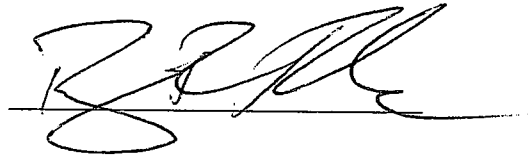
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**CERTIFICATE OF SERVICE**

A true and correct copy of Plaintiff's First Request for Production of Documents and Request for Admissions has been served by U.S. Mail, on the 12 day of September, 2008, upon the following:

David Mason, Esquire  
409 North Front Street  
Pob 28  
Philipsburg Pa 16866

A handwritten signature in black ink, appearing to read 'DM', is written over a horizontal line.



**CapitalOne**  
Small Business Services

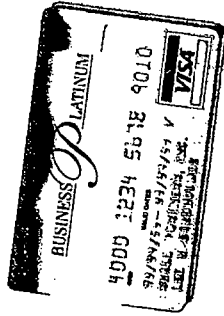
3487740660747 003 003

This offer is reserved for:

Ben Saggese  
Attn: Ben Saggese  
P O Box E  
Munson, PA 16860

Please cross out and change business name and address if necessary.

Offer Expires: June 8, 2000



- Pre-Selected Offer
- No Annual Fee
- 0% Introductory APR
- Tax-Deductible Interest

To avoid delays, please print clearly in black or blue ink.

## INVITATION

Legal Structure of Business: (check one)

- ☒ Sole Proprietorship    C ☐ Corporation  
☐ Non-Profit Corporation    L ☐ Limited Liability Company  
☐ Other

Authorizing Signatory must be one of the following: (check one)

1. ☐ Owner    2. ☐ Partner    3. ☐ President    4. ☐ Vice President    5. ☐ Treasurer    6. ☐ Other

Authorizing Signatory

Social Security Number

Authorizing Signatory

Date of Birth

Authorizing Signatory Name as it appears on the card. Please print.

First Name BENJAMIN MI A Last Name SAGGESE

Home Address Box E 13 Apt. No. \_\_\_\_\_

City Munson State PA ZIP 16860

Home Phone (814) 345 5603 Business Phone same

Legal Business Name BENJAMIN A. SAGGESE ARTIST

(up to 40 characters) BENJAMIN A. SAGGESE ARTIST

†† Only the authorizing signatory can access account information. Additional cards may be issued once the account is activated.

PLEASE SIGN HERE

On behalf of the Company and myself, I have read the Important Disclosures and Terms of Offer on the back of the letter and I agree on behalf of the Company and myself that the Company and I will be bound as specified herein. You are authorized to check the Company's (and my) credit record and my employment history. The Company and I agree to be considered for all applicable Business Card offers with the terms described on the back of the letter.

X Ben - Saggese Date 5-12-00

3487740660747 003 003

3487-3



1300

61806023

## Keep your Finances Fit

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

999-1001

### CapitalOne

Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

JUL 10 - AUG 09, 2001  
Page 1 of 1

#### Account Summary

|                                   |                    |
|-----------------------------------|--------------------|
| Previous Balance                  | \$253.02           |
| Payments, Credits and Adjustments | \$20.00            |
| Transactions                      | \$43.69            |
| Finance Charges                   | \$6.90             |
| New Balance                       | \$283.61           |
| Minimum Amount Due                | \$10.00            |
| Payment Due Date                  | September 08, 2001 |
| Total Credit Line                 | \$300              |
| Total Available Credit            | \$16.39            |
| Credit Line for Cash              | \$300              |
| Available Credit for Cash         | \$16.39            |

#### Payments, Credits and Adjustments

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 09 AUG | PAYMENT RECEIVED - THANK YOU | \$20.00 |
|---|--------|------------------------------|---------|

#### Transactions

| DATE |        |                                      |         |
|------|--------|--------------------------------------|---------|
| 2    | 13 JUL | CASH ADV. NORTH FRONT PHILIPSBURG PA | \$41.50 |
| 3    | 09 AUG | PAYMENT PROTECTION 1-888-527-6904    | 2.19    |
| 4    | 09 AUG | CASH ADVANCE FEE -- FINANCE CHARGE   | 2.50    |

#### At your service

To call Customer Relations or to report a lost or stolen card:  
1-800-867-0904

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

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

#### Finance Charges

Please see reverse side for important information

|           | Balance rate<br>applied to | Periodic<br>rate | Corresponding<br>APR | FINANCE<br>CHARGE |
|-----------|----------------------------|------------------|----------------------|-------------------|
| PURCHASES | \$97.15                    | .04863% F        | 17.75%               | \$1.46            |
| CASH      | \$194.80                   | .04863% F        | 17.75%               | \$2.94            |

ANNUAL PERCENTAGE RATE applied this period

28.36%

20474P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

### CapitalOne

0000000 7 4791241730562779 09 0283610020000010008

|                    |                    |
|--------------------|--------------------|
| New Balance        | \$283.61           |
| Minimum Amount Due | \$10.00            |
| Payment Due Date   | September 08, 2001 |

Total enclosed \$

Please print address changes below using blue or black ink.

|            |                 |     |
|------------|-----------------|-----|
| Street     | Apt. #          |     |
| City       | State           | ZIP |
| Home Phone | Alternate Phone |     |

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



028474

BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

0180673

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



09F22 01400  
2-4-6

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| <p>1. <b>How To Avoid A Finance Charge.</b></p> <p>† a. <b>Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".</p> <p>b. <b>Accruing Finance Charge.</b> Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>† c. <b>Minimum Finance Charge.</b> For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>† d. <b>Temporary Reduction in Finance Charge.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. <b>Average Daily Balance (Including New Purchases).</b></p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p> | <p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. <b>Annual Percentage Rates (APR).</b></p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. <b>Assessment of Late, Overlimit and Returned Payment Fees.</b> Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. <b>Renewing Your Account.</b> If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. <b>If You Close Your Account.</b> You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for the amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p> | <p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. <b>Using Your Account.</b> Your card or account cannot be used in connection with any Internet gambling transactions.</p> <p>8. <b>Notice About Electronic Check Conversion.</b> When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p><b>BILLING RIGHTS SUMMARY</b><br/>(In Case Of Errors Or Questions About Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† <b>Special Rule For Credit Card Purchases</b></p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† <b>Does not apply to consumer non-credit card accounts</b></p> <p>† <b>Does not apply to business non-credit card accounts</b></p> <p>Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a>.<br/>Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003<br/>Capital One O1GLBAK</p> |
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**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

# Keep your Finances Fit

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

999-1001

**CapitalOne**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

AUG 10 - SEP 09, 2001  
Page 1 of 1

**Account Summary**

|                                   |                  |
|-----------------------------------|------------------|
| Previous Balance                  | \$283.61         |
| Payments, Credits and Adjustments | \$20.00          |
| Transactions                      | \$2.08           |
| Finance Charges                   | \$4.24           |
| New Balance                       | \$269.93         |
| Minimum Amount Due                | \$10.00          |
| Payment Due Date                  | October 09, 2001 |
| Total Credit Line                 | \$300            |
| Total Available Credit            | \$30.07          |
| Credit Line for Cash              | \$300            |
| Available Credit for Cash         | \$30.07          |

**Payments, Credits and Adjustments**

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 06 SEP | PAYMENT RECEIVED - THANK YOU | \$20.00 |
|---|--------|------------------------------|---------|

**Transactions**

| DATE |        |                                   |        |
|------|--------|-----------------------------------|--------|
| 2    | 09 SEP | PAYMENT PROTECTION 1-888-527-6904 | \$2.08 |

**At your service**

To call Customer Relations or to report a lost or stolen card:  
1-800-867-0904

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

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

**Finance Charges**

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$86.58                 | .04830% P     | 17.63%            | \$1.30         |
| CASH      | \$196.50                | .04830% F     | 17.63%            | \$2.94         |

ANNUAL PERCENTAGE RATE applied this period

17.63%

41048P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**CapitalOne**

0000000 7 4791241730562779 09 0269930020000010008

|                    |                  |
|--------------------|------------------|
| New Balance        | \$269.93         |
| Minimum Amount Due | \$10.00          |
| Payment Due Date   | October 09, 2001 |

Total enclosed \$

\$

Please print address changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone

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


041048

BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860



09R20 O 1-400  
234

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| <p>1. <b>How To Avoid A Finance Charge.</b></p> <p>a. <b>Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."</p> <p>b. <b>Accruing Finance Charge.</b> Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. <b>Minimum Finance Charge.</b> For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. <b>Temporary Reduction in Finance Charge.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p>2. <b>Average Daily Balance (Including New Purchases).</b></p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p> | <p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>3. <b>Annual Percentage Rates (APR).</b></p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p>b. The code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s). The periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p>4. <b>Assessment of Late, Overlimit and Returned Payment Fees.</b></p> <p>Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p>5. <b>Renewing Your Account.</b> If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p>6. <b>If You Close Your Account.</b> You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of</p> | <p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p>7. <b>Using Your Account.</b> Your card or account cannot be used in connection with any internet gambling transactions.</p> <p>8. <b>Notice About Electronic Check Conversion.</b> When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p><b>BILLING RIGHTS SUMMARY</b><br/>(In Case Of Errors Or Questions About Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† <b>Special Rule For Credit Card Purchases</b></p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† <b>Does not apply to consumer non-credit card accounts</b></p> <p>† <b>Does not apply to business non-credit card accounts</b></p> <p>Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a>.<br/>Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003<br/>Capital One 01LGLBAK</p> |
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41048P

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

# Keep your Finances Fit

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

KYFF-1001

**CapitalOne**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

SEP 10 - OCT 09, 2001  
Page 1 of 1

**Account Summary**

|                                       |                   |
|---------------------------------------|-------------------|
| Previous Balance                      | \$269.93          |
| Payments, Credits and Adjustments     | \$20.00           |
| Transactions, including Monthly Bills | \$19.61           |
| Finance Charges                       | \$3.88            |
| New Balance                           | \$273.42          |
| Minimum Amount Due                    | \$10.00           |
| Payment Due Date                      | November 09, 2001 |
| Total Credit Line                     | \$300             |
| Total Available Credit                | \$26.58           |
| Credit Line for Cash                  | \$300             |
| Available Credit for Cash             | \$26.58           |

**At your service**

To call Customer Relations or to report a lost or stolen card:  
1-800-867-0904

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

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

**Payments, Credits and Adjustments**

|   |        |                              |          |
|---|--------|------------------------------|----------|
| 1 | 04 OCT | PAYMENT RECEIVED - THANK YOU | \$20.00- |
|---|--------|------------------------------|----------|

**Transactions**

| DATE |        |                                          |
|------|--------|------------------------------------------|
| 2    | 09 OCT | PAYMENT PROTECTION 1-888-527-6904 \$2.11 |

**Monthly Bills and Related Expenses**

| DATE |        |                                             |
|------|--------|---------------------------------------------|
| 3    | 06 OCT | SM BUSINESS CTL 877-204-9996 #6984545 17.50 |

**Finance Charges**

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$91.03                 | .04786% F     | 17.47%            | \$1.31         |
| CASH      | \$179.10                | .04786% F     | 17.47%            | \$2.57         |

ANNUAL PERCENTAGE RATE applied this period

17.47%

31448P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**CapitalOne**

0000000 7 4791241730562779 09 0273420020000010004

|                    |                         |
|--------------------|-------------------------|
| New Balance        | \$273.42                |
| Minimum Amount Due | \$10.00                 |
| Payment Due Date   | November 09, 2001       |
| Total enclosed     | \$ <input type="text"/> |

Please print address changes below using blue or black ink.

|            |                 |
|------------|-----------------|
| Street     | Apt. #          |
| City       | State           |
| Home Phone | Alternate Phone |
| ZIP        |                 |

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


81448

BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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

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

# Your Credit Future Is In Your Hands



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

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

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

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

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

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

999-1101



VISA ACCOUNT  
4791-2417-3056-2779

OCT 10 - NOV 09, 2001  
Page 1 of 1

## Account Summary

|                                   |                   |
|-----------------------------------|-------------------|
| Previous Balance                  | \$273.42          |
| Payments, Credits and Adjustments | \$15.00           |
| Transactions                      | \$2.04            |
| Finance Charges                   | \$3.83            |
| New Balance                       | \$264.29          |
| Minimum Amount Due                | \$10.00           |
| Payment Due Date                  | December 08, 2001 |
| Total Credit Line                 | \$500             |
| Total Available Credit            | \$235.71          |
| Credit Line for Cash              | \$500             |
| Available Credit for Cash         | \$235.71          |

## At your service

To call Customer Relations or to report a lost or stolen card:  
1-800-867-0904

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

## Payments, Credits and Adjustments

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 07 NOV | PAYMENT RECEIVED - THANK YOU | \$15.00 |
|---|--------|------------------------------|---------|

## Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 NOV | PAYMENT PROTECTION 1-888-527-6904 | \$2.04 |
|---|--------|-----------------------------------|--------|

## Important Account Information

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

## Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$108.62                | .04515% F     | 16.48%            | \$1.52         |
| CASH      | \$165.20                | .04515% F     | 16.48%            | \$2.31         |

ANNUAL PERCENTAGE RATE applied this period

16.48%

35223P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼



0000000 7 4791241730562779 09 0264290015000010009

|                    |                   |
|--------------------|-------------------|
| New Balance        | \$264.29          |
| Minimum Amount Due | \$10.00           |
| Payment Due Date   | December 08, 2001 |

Total enclosed \$

Please print address changes below using blue or black ink.

|            |                 |
|------------|-----------------|
| Street     | Apt. #          |
| City       | State ZIP       |
| Home Phone | Alternate Phone |

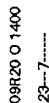
Capital One, F.S.B.  
P.O. Box 85184  
Richmond, VA 23285-5184



035223



#4031420336391540# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860



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- 35223F

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

# Update Your E-Mail Address.

016

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

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

Current E-Mail Address:

Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces.

Name: BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL

Account #: 4791-2417-3056-2779

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

016-1201

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

NOV 10 - DEC 09, 2001  
Page 1 of 1

### Account Summary

|                                   |                  |
|-----------------------------------|------------------|
| Previous Balance                  | \$264.29         |
| Payments, Credits and Adjustments | \$20.00          |
| Transactions                      | \$205.60         |
| Finance Charges                   | \$15.46          |
| New Balance                       | \$465.35         |
| Minimum Amount Due                | \$13.00          |
| Payment Due Date                  | January 09, 2002 |
| Total Credit Line                 | \$500            |
| Total Available Credit            | \$34.65          |
| Credit Line for Cash              | \$500            |
| Available Credit for Cash         | \$34.65          |

### At your service

To call Customer Relations or to report a lost or stolen card:  
1-800-867-0904

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

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

### Payments, Credits and Adjustments

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 05 DEC | PAYMENT RECEIVED - THANK YOU | \$20.00 |
|---|--------|------------------------------|---------|

### Transactions

|   |        |                                    |         |
|---|--------|------------------------------------|---------|
| 2 | 14 NOV | A FRAME FOR YOU CLEARFIELD PA      | \$60.00 |
| 3 | 18 NOV | CASH ADV. 322 PHILIPSBURG PA       | 101.00  |
| 4 | 24 NOV | CASH ADV. 322 PHILIPSBURG PA       | 41.00   |
| 5 | 09 DEC | PAYMENT PROTECTION 1-888-527-6904  | 3.60    |
| 6 | 09 DEC | CASH ADVANCE FEE -- FINANCE CHARGE | 10.00   |

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

**Important Reminder:** Your Year-End Summary should arrive no later than February 28. If you have not received a summary by that date, please call the customer service number on the back of your card so that a replacement copy may be sent to you directly.

### Important Account Information

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

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$162.62                | .04430% F     | 16.17%            | \$2.16         |
| CASH      | \$248.67                | .04430% F     | 16.17%            | \$3.30         |

ANNUAL PERCENTAGE RATE applied this period

45.11%

37152P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0465350020000013008

|                    |                         |
|--------------------|-------------------------|
| New Balance        | \$465.35                |
| Minimum Amount Due | \$13.00                 |
| Payment Due Date   | January 09, 2002        |
| Total enclosed     | \$ <input type="text"/> |

Please print address changes below using blue or black ink.

|            |       |                 |
|------------|-------|-----------------|
| Street     |       | Apt. #          |
| City       | State | ZIP             |
| Home Phone |       | Alternate Phone |

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



037152



#9034320336391548# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

# Get The Most Out Of Your Capital One Account

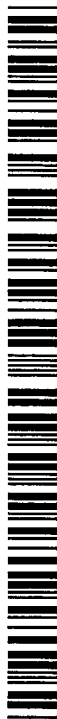
Update Your E-Mail Address With Your Next Payment.

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

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

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

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09R21 O 1-400  
23-7-10-

## 1. How To Avoid A Finance Charge.

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

## 2. Average Daily Balance (Including New Purchases).

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

## 7. Using Your Account.

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

## 8. Notice About Electronic Check Conversion.

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

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

## 1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

# Update Your E-Mail Address.

016

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

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

Current E-Mail Address:

Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces.

Name: BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL

Account #: 4791-2417-3056-2779

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

016-1201

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

DEC 10, 2001 - JAN 09, 2002  
Page 1 of 1

### Account Summary

|                                       |                   |
|---------------------------------------|-------------------|
| Previous Balance                      | \$465.35          |
| Payments, Credits and Adjustments     | \$23.00           |
| Transactions, including Monthly Bills | \$21.13           |
| Finance Charges                       | \$6.34            |
| New Balance                           | \$469.82          |
| Minimum Amount Due                    | \$14.00           |
| Payment Due Date                      | February 09, 2002 |
| Total Credit Line                     | \$500             |
| Total Available Credit                | \$30.18           |
| Credit Line for Cash                  | \$500             |
| Available Credit for Cash             | \$30.18           |

### At your service

To call Customer Relations or to report a lost or stolen card:  
1-800-867-0904

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Payments, Credits and Adjustments

|   |        |                              |          |
|---|--------|------------------------------|----------|
| 1 | 04 JAN | PAYMENT RECEIVED - THANK YOU | \$23.00- |
|---|--------|------------------------------|----------|

### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 JAN | PAYMENT PROTECTION 1-888-527-6904 | \$3.63 |
|---|--------|-----------------------------------|--------|

### Monthly Bills and Related Expenses

|   |        |                                       |         |
|---|--------|---------------------------------------|---------|
| 3 | 05 JAN | SM BUSINESS CTL 877-204-9996 #6984545 | \$17.50 |
|---|--------|---------------------------------------|---------|

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$177.30                | .04381% F     | 15.99%            | \$2.41         |
| CASH      | \$289.48                | .04381% F     | 15.99%            | \$3.93         |

ANNUAL PERCENTAGE RATE applied this period

15.99%

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0469820023000014002

|                    |                   |
|--------------------|-------------------|
| New Balance        | \$469.82          |
| Minimum Amount Due | \$14.00           |
| Payment Due Date   | February 09, 2002 |

Total enclosed \$

Please print address changes below using blue or black ink.

|            |                 |
|------------|-----------------|
| Street     | Apt. #          |
| City       | State           |
| Home Phone | Alternate Phone |

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



030509



#9001020336391543# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

# Get The Most Out Of Your Capital One Account

## Update Your E-Mail Address With Your Next Payment.

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

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

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09R21 O 1-400  
2-5-9

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

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

### 2. Average Daily Balance (Including New Purchases).

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

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

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

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

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

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

### 5. Renewing Your Account.

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

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

### 7. Using Your Account.

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

### BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

### † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

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- Self-inking ... No more messy ink pads!

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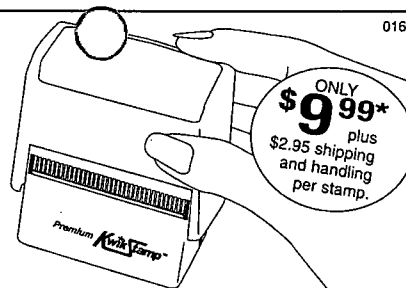
**CapitalOne®**  
Small Business Services

Signature \_\_\_\_\_

(Valid only with full signature)

299153

Order additional Kwik Stamps on back. ■ Detach at perforation and return in your remittance envelope.



016

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 GUARDIAN ANGEL  
 BENJAMIN A SAGGESE  
 P O BOX E  
 MUNSON PA 16860

016-0202

**CapitalOne®**  
Small Business Services

VISA ACCOUNT

4791-2417-3056-2779

JAN 10 - FEB 09, 2002

Page 1 of 1

**Account Summary**

|                                   |                |
|-----------------------------------|----------------|
| Previous Balance                  | \$469.82       |
| Payments, Credits and Adjustments | \$37.50        |
| Transactions                      | \$3.42         |
| Finance Charges                   | \$6.18         |
| New Balance                       | \$441.92       |
| Minimum Amount Due                | \$13.00        |
| Payment Due Date                  | March 09, 2002 |
| Total Credit Line                 | \$500          |
| Total Available Credit            | \$58.08        |
| Credit Line for Cash              | \$500          |
| Available Credit for Cash         | \$58.08        |

**Payments, Credits and Adjustments**

|   |        |                                       |          |
|---|--------|---------------------------------------|----------|
| 1 | 28 JAN | SM BUSINESS CTL 877-204-9996 #6984545 | \$17.50- |
| 2 | 04 FEB | PAYMENT RECEIVED - THANK YOU          | 20.00-   |

**Transactions**

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 3 | 09 FEB | PAYMENT PROTECTION 1-888-527-6904 | \$3.42 |
|---|--------|-----------------------------------|--------|

**At your service**

To call Customer Relations or to report a lost or stolen card:  
 1-800-867-0904

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

**Finance Charges**

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$188.83                | .04321% F     | 15.77%            | \$2.53         |
| CASH      | \$272.80                | .04321% F     | 15.77%            | \$3.65         |

ANNUAL PERCENTAGE RATE applied this period

15.77%

40656P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**CapitalOne®**

0000000 7 4791241730562779 09 0441920020000013007

|                    |                |
|--------------------|----------------|
| New Balance        | \$441.92       |
| Minimum Amount Due | \$13.00        |
| Payment Due Date   | March 09, 2002 |

Total enclosed \$

Please print address changes below using blue or black ink.

|            |                 |
|------------|-----------------|
| Street     | Apt. #          |
| City       | State ZIP       |
| Home Phone | Alternate Phone |

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



040656



#9004120336391548# MAIL ID NUMBER  
 BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
 BENJAMIN A SAGGESE  
 P O BOX E  
 MUNSON PA 16860

# Examples:

FOR DEPOSIT ONLY  
YOUR BANK NAME  
YOUR NAME  
ACCT: # 123-4567

ABC TRAVEL  
123 MAIN STREET  
ANYTOWN, CA 12345  
PHONE: 123-555-1234  
FAX: 123-555-4321

|                                                                                 |             |           |
|---------------------------------------------------------------------------------|-------------|-----------|
| Ship to (if different from address on front) <input type="checkbox"/> to print. |             |           |
| Business Name _____                                                             |             |           |
| Name _____                                                                      |             |           |
| Address _____                                                                   |             |           |
| City _____                                                                      | State _____ | ZIP _____ |
| Business/Daytime Phone (____) _____                                             |             |           |

Imprint information: I've printed the information exactly as I would like it to appear on my Kwik Stamp(s). Maximum of 32 letters and spaces per line.

Stamp 1

Line 1 \_\_\_\_\_  
Line 2 \_\_\_\_\_  
Line 3 \_\_\_\_\_  
Line 4 \_\_\_\_\_  
Line 5 \_\_\_\_\_

Stamp 2

Line 1 \_\_\_\_\_  
Line 2 \_\_\_\_\_  
Line 3 \_\_\_\_\_  
Line 4 \_\_\_\_\_  
Line 5 \_\_\_\_\_

\*Subject to credit approval. MN and IL residents add applicable sales tax. Please allow 3-5 weeks for delivery. The merchandise in this offer and the offer itself are presented by J-O Direct, Inc., 7500 Excelsior Blvd., St. Louis Park, MN 55426-4518. J-O Direct, Inc., is not affiliated with Capital One and is solely responsible for its products and services. Offer expires 90 days from receipt. ©2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.



09R23 O 1400  
23-5-9---

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

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

## † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

Start accessing your  
account online ...  
*starting now!*



Register today at  
[www.capitalone.com](http://www.capitalone.com).

**CapitalOne**  
what's in your wallet?

With Capital One® Online Account Services, getting account information and making payments is a snap (give or take a few clicks). Just look at all the **FREE** benefits you'll enjoy:

- View your account statement online
- Pay your Capital One bills online
- Check your account balance and available credit
- Receive an e-mail update when your statement is available online

Plus, while you're online with us, take advantage of other special offers developed especially for Capital One cardholders.

**To get even more out of your account, see reverse! ▶**

016-0302

**CapitalOne**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

FEB 10 - MAR 09, 2002  
Page 1 of 1

#### Account Summary

|                                   |                |
|-----------------------------------|----------------|
| Previous Balance                  | \$441.92       |
| Payments, Credits and Adjustments | \$13.00        |
| Transactions                      | \$35.43        |
| Finance Charges                   | \$10.41        |
| New Balance                       | \$474.76       |
| Minimum Amount Due                | \$14.00        |
| Payment Due Date                  | April 09, 2002 |
| Total Credit Line                 | \$500          |
| Total Available Credit            | \$25.24        |
| Credit Line for Cash              | \$500          |
| Available Credit for Cash         | \$25.24        |

#### At your service

To call Customer Relations or to report a lost or stolen card:  
1-800-867-0904

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

#### Important Account Information

**IMPORTANT INFORMATION:** Please see the new section, "Temporary Reduction in Finance Charge," on the reverse for important information regarding your account with Capital One.

#### Payments, Credits and Adjustments

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 07 MAR | PAYMENT RECEIVED - THANK YOU | \$13.00 |
|---|--------|------------------------------|---------|

#### Transactions

|   |        |                                     |         |
|---|--------|-------------------------------------|---------|
| 2 | 06 MAR | CASH ADV. UNTAINVIEW P KYLERTOWN PA | \$31.75 |
| 3 | 09 MAR | PAYMENT PROTECTION 1-888-527-6904   | 3.68    |
| 4 | 09 MAR | CASH ADVANCE FEE - FINANCE CHARGE   | 5.00    |

#### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$193.74                | .04315% F     | 15.75%            | \$2.22         |
| CASH      | \$263.90                | .04315% F     | 15.75%            | \$3.19         |

ANNUAL PERCENTAGE RATE applied this period

27.91%

42729P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**CapitalOne**

0000000 7 4791241730562779 09 0474760013000014005

New Balance \$474.76  
Minimum Amount Due \$14.00  
Payment Due Date April 09, 2002  
Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt #  
City State ZIP  
Home Phone Alternate Phone

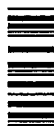
#9006920336391549# MAIL ID NUMBER

BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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



042729



# Send us your e-mail address ... and help Capital One serve you better.



Giving us your e-mail address means getting the most out of your Capital One account. You'll receive important account updates, gain access to our latest services and get exclusive Capital One offers—instantly. Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: \_\_\_\_\_

Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL

Account #: 4791241730562779

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09R25 01400  
2-45

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

## BILLING RIGHTS SUMMARY

(In Case Of Error Or Questions About Your Bill)

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

## 1. † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

Start accessing your  
account online ...  
*starting now!*



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- Pay your Capital One bills online
- Check your account balance and available credit
- Receive an e-mail update when your statement is available online

Plus, while you're online with us, take advantage of other special offers developed especially for Capital One cardholders.

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016-0302

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

MAR 10 - APR 09, 2002  
Page 1 of 1

#### Account Summary

|                                   |                 |
|-----------------------------------|-----------------|
| Previous Balance                  | \$474.76        |
| Payments, Credits and Adjustments | \$14.00         |
| Transactions                      | \$3.64          |
| Finance Charges                   | \$6.36          |
| <b>New Balance</b>                | <b>\$470.76</b> |
| Minimum Amount Due                | \$14.00         |
| Payment Due Date                  | May 09, 2002    |
| Total Credit Line                 | \$500           |
| Total Available Credit            | \$29.24         |
| Credit Line for Cash              | \$500           |
| Available Credit for Cash         | \$29.24         |

#### At your service

To call Customer Relations or to report a lost or stolen card:  
1-800-867-0904

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

#### Important Account Information

Auto Rental Insurance-Receive auto rental coverage at no cost for damage due to collision or theft. Effective 3/01/02, losses as a result of fire, hail, lightning, flood, or other weather-related causes are covered. Purchase Security with Extended Protection-Automatically protects most card purchases against theft or damage for 90 days and doubles the manufacturer's warranty up to one year. Certain restrictions and conditions apply. Go to [www.visa.com/benefits](http://www.visa.com/benefits) or call 1-800-595-9928 now for complete benefit information.

#### Payments, Credits and Adjustments

|   |        |                              |          |
|---|--------|------------------------------|----------|
| 1 | 03 APR | PAYMENT RECEIVED - THANK YOU | \$14.00- |
|---|--------|------------------------------|----------|

#### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 APR | PAYMENT PROTECTION 1-888-527-6904 | \$3.64 |
|---|--------|-----------------------------------|--------|

#### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$187.11                | .04323% F     | 15.78%            | \$2.51         |
| CASH      | \$287.57                | .04323% F     | 15.78%            | \$3.85         |

ANNUAL PERCENTAGE RATE applied this period

15.78%

54903P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

00000000 7 4791241730562779 09 0470760014000014008

New Balance \$470.76  
Minimum Amount Due \$14.00  
Payment Due Date May 09, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt #  
City State ZIP  
Home Phone Alternate Phone

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



054903



#9010020336391542# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

# Send us your e-mail address ... and help Capital One serve you better.



Giving us your e-mail address means getting the most out of your Capital One account. You'll receive important account updates, gain access to our latest services and get exclusive Capital One offers—instantly. Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: \_\_\_\_\_  
Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL Account #: 4791241730562779

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| <p><b>1. How To Avoid A Finance Charge.</b></p> <p>a. <b>Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p>b. <b>Accruing Finance Charge.</b> Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p>c. <b>Minimum Finance Charge.</b> For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.</p> <p>d. <b>Temporary Reduction In Finance Charge.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p><b>2. Average Daily Balance (Including New Purchases).</b></p> <p>a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.</p> <p>b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly</p> | <p>periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p><b>3. Annual Percentage Rates (APR).</b></p> <p>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement. We take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.</p> <p>b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.</p> <p>c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in <i>The Wall Street Journal</i>, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p><b>4. Assessment of Late, Overlimit and Returned Payment Fees.</b></p> <p>Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p><b>5. Renewing Your Account.</b> If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.</p> <p><b>6. If You Close Your Account.</b> You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account. If you have requested the account to be closed or the reopening of</p> | <p>your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.</p> <p><b>7. Using Your Account.</b> Your card or account cannot be used in connection with any Internet gambling transactions.</p> <p><b>8. Notice About Electronic Check Conversion.</b> When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.</p> <p><b>BILLING RIGHTS SUMMARY</b><br/>(In Case Of Errors Or Questions About Your Bill)</p> <p>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p><b>1. † Special Rule For Credit Card Purchases</b></p> <p>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to consumer non-credit card accounts<br/>‡ Does not apply to business non-credit card accounts</p> <p>Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a>.<br/>Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003<br/>Capital One OILGLBAX</p> |
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**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

24-KT. PLATINUM PLATED

# Magnetic Bracelet

WITH COPPER

Magnetic therapy is said to ...

- Increase energy • Relieve pain • Accelerate healing

Please send me  Quantity  7 1/2" and/or  Quantity  9" Magnetic Bracelet(s) for \$19.95\* plus \$3.95 shipping and handling for each, and send to the address shown.

Please charge my Capital One® account number: 4791-2417-3056-2779

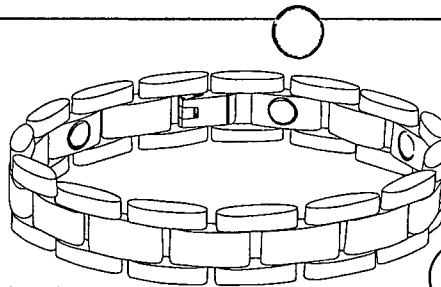
I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to the company that provides this product.

Signature \_\_\_\_\_

(Valid only with full signature)

299141

Detach at perforation and return in your remittance envelope.



542500-02  
FOR  
**Capital One**  
CARDHOLDERS

100%  
SATISFACTION  
GUARANTEED\*\*

BENJAMIN A SAGGESE ARTIST  
GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

APR 10 - MAY 09, 2002  
Page 1 of 1

## Account Summary

|                                   |                 |
|-----------------------------------|-----------------|
| Previous Balance                  | \$470.76        |
| Payments, Credits and Adjustments | \$15.00         |
| Transactions                      | \$3.60          |
| Finance Charges                   | \$6.11          |
| <b>New Balance</b>                | <b>\$465.47</b> |
| Minimum Amount Due                | \$13.00         |
| Payment Due Date                  | June 08, 2002   |
| <b>Total Credit Line</b>          | <b>\$500</b>    |
| Total Available Credit            | \$34.53         |
| Credit Line for Cash              | \$500           |
| Available Credit for Cash         | \$34.53         |

## At your service

To call Customer Relations or to report a lost or stolen card:  
1-800-867-0904

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

## Payments, Credits and Adjustments

1 04 MAY PAYMENT RECEIVED - THANK YOU \$15.00-

## Transactions

2 09 MAY PAYMENT PROTECTION 1-888-527-6904 \$3.60

As of June 1, 2002, payments made on your account will first be applied to finance charges and fees, then to the Purchase segment, next, to the Cash Advance segment and lastly to the Special Transfer segment of your account.

## Important Account Information

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

## Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$191.04                | .04321% F     | 15.77%            | \$2.48         |
| CASH      | \$279.67                | .04321% F     | 15.77%            | \$3.63         |

ANNUAL PERCENTAGE RATE applied this period

15.77%

46657P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0465470015000013001

|                    |                      |
|--------------------|----------------------|
| New Balance        | \$465.47             |
| Minimum Amount Due | \$13.00              |
| Payment Due Date   | June 08, 2002        |
| Total enclosed \$  | <input type="text"/> |

Please print address changes below using blue or black ink.

Street \_\_\_\_\_ Apt. # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Home Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

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



046657



#9013020336391549# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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

# Great look and feel ... 24-KT. PLATINUM-PLATED Magnetic Bracelets

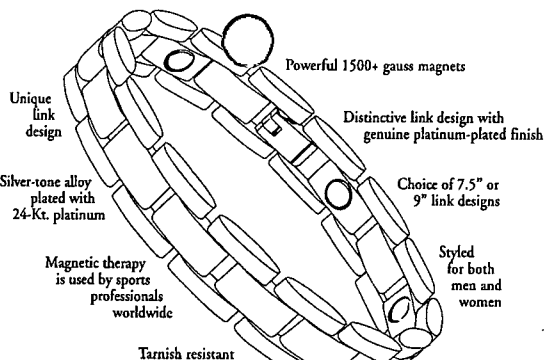
WITH COPPER.

## Theory of Magnetic Healing—

It is said that the magnetic field attracts and repels charged particles in the blood, creating movement and heat.

Many believe this process helps accelerate healing.

Have you heard?—Magnetic therapy is used by sports professionals worldwide!



\*Subject to credit approval. MN and IL residents add applicable sales tax. Please allow 3-5 weeks for delivery. Offer expires in 90 days.

\*\*You must be completely satisfied with your Magnetic Bracelet(s) or return it within 30 days for your money back.

The merchandise featured in this offer is offered by J.O. Direct, Inc., which is solely responsible for the product. J.O. Direct, Inc., 7500 Excelsior Blvd., St. Louis Park, MN 55426-4519 is not affiliated with Capital One and is solely responsible for its products and services. Caution: Not for use by individuals fitted with cardiac pacemakers, internal defibrillators and/or pregnant women. Nothing in this coupon should be taken as an express or implied claim regarding the medical or health impact of this product. © 2002 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

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

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

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

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

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

### 2. Average Daily Balance (Including New Purchases).

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

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

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

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

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

"APR" on the front of this statement.

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

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

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

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

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

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

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

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

### BILLING RIGHTS SUMMARY

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

### 4. † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account but cannot access account information over the phone.

Please fill out Access Authorization Form on reverse 016-0603

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

MAY 10 - JUN 09, 2002

Page 1 of 1

### Account Summary

|                                   |               |
|-----------------------------------|---------------|
| Previous Balance                  | \$465.47      |
| Payments, Credits and Adjustments | \$20.00       |
| Transactions                      | \$64.79       |
| Finance Charges                   | \$11.44       |
| New Balance                       | \$521.70      |
| Minimum Amount Due                | \$21.70       |
| Payment Due Date                  | July 09, 2002 |
| Total Credit Line                 | \$500         |
| Total Available Credit            | \$0.00        |
| Credit Line for Cash              | \$500         |
| Available Credit for Cash         | \$0.00        |

### At your service

To call Customer Relations or to report a lost or stolen card:  
1-800-867-0904

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Payments, Credits and Adjustments

|   |        |                     |         |
|---|--------|---------------------|---------|
| 1 | 05 JUN | CAPITAL PAY PAYMENT | \$20.00 |
|---|--------|---------------------|---------|

### Transactions

|   |        |                                     |         |
|---|--------|-------------------------------------|---------|
| 2 | 21 MAY | CASH ADV. UNTAINVIEW P KYLERTOWN PA | \$21.75 |
| 3 | 05 JUN | CAPITAL PAY FEE                     | 10.00   |
| 4 | 09 JUN | MEMBERSHIP FEE                      | 29.00   |
| 5 | 09 JUN | PAYMENT PROTECTION 1-888-527-6904   | 4.04    |
| 6 | 09 JUN | CASH ADVANCE FEE -- FINANCE CHARGE  | 5.00    |

### Finance Charges

Please see reverse side for important information

|           | Balance rate<br>applied to | Periodic<br>rate | Corresponding<br>APR | FINANCE<br>CHARGE |
|-----------|----------------------------|------------------|----------------------|-------------------|
| PURCHASES | \$195.10                   | .04312% F        | 15.74%               | \$2.61            |
| CASH      | \$286.80                   | .04312% F        | 15.74%               | \$3.83            |

ANNUAL PERCENTAGE RATE applied this period

28.49%

44487P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0521700020000021701

New Balance \$521.70  
Minimum Amount Due \$21.70  
Payment Due Date July 09, 2002

Total enclosed \$

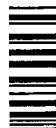
Please print address changes below using blue or black ink.

Street Apt #  
City State ZIP  
Home Phone Alternate Phone

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



044487



#9016120336391544# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X _____<br>Current Account Owner's Signature | _____<br>Today's Date    |                          |                          |

## 1. How To Avoid A Finance Charge.

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

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

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

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

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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09R22 O 1400

44487P

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account but cannot access account information over the phone.

Please fill out Access Authorization Form on reverse 016-0603

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

JUN 10 - JUL 09, 2002  
Page 1 of 1

### Account Summary

|                                   |                 |
|-----------------------------------|-----------------|
| Previous Balance                  | \$521.70        |
| Payments, Credits and Adjustments | \$25.00         |
| Transactions                      | \$14.00         |
| Finance Charges                   | \$6.79          |
| New Balance                       | \$517.49        |
| Minimum Amount Due                | \$17.49         |
| Payment Due Date                  | August 09, 2002 |
| Total Credit Line                 | \$500           |
| Total Available Credit            | \$0.00          |
| Credit Line for Cash              | \$500           |
| Available Credit for Cash         | \$0.00          |

### At your service

To call Customer Relations or to report a lost or stolen card:  
1-800-867-0904

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Payments, Credits and Adjustments

1 09 JUL CAPITAL PAY PAYMENT \$25.00

### Transactions

2 09 JUL CAPITAL PAY FEE \$10.00  
3 09 JUL PAYMENT PROTECTION 1-888-527-6904 4.00

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$224.66                | .04312% F     | 15.74%            | \$2.91         |
| CASH      | \$299.80                | .04312% F     | 15.74%            | \$3.88         |

ANNUAL PERCENTAGE RATE applied this period

15.74%

52412P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0517490025000017494

New Balance \$517.49  
Minimum Amount Due \$17.49  
Payment Due Date August 09, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone

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



052412



#9019120336391541# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                        | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|----------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X<br>Current Account Owner's Signature | / /<br>Today's Date      |                          |                          |

## 1. How To Avoid A Finance Charge.

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

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

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR):

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

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

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

## 1.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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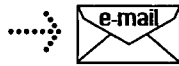
09R22 O 1400

52412P

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

# Send us your e-mail address ... and help Capital One® serve you better.

**Capital One**  
what's in your wallet?™



Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: \_\_\_\_\_  
Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL Account #: 4791241730562779

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<http://www.capitalone.com/parent/legal/privacy.shtml>.

To get even more out of your account, see reverse! ➤

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

JUL 10 - AUG 09, 2002  
Page 1 of 1

## Account Summary

|                                   |                    |
|-----------------------------------|--------------------|
| Previous Balance                  | \$517.49           |
| Payments, Credits and Adjustments | \$20.00            |
| Transactions                      | \$14.01            |
| Finance Charges                   | \$6.95             |
| New Balance                       | \$518.45           |
| Minimum Amount Due                | \$18.45            |
| Payment Due Date                  | September 09, 2002 |
| Total Credit Line                 | \$500              |
| Total Available Credit            | \$0.00             |
| Credit Line for Cash              | \$500              |
| Available Credit for Cash         | \$0.00             |

## Payments, Credits and Adjustments

|   |        |                     |         |
|---|--------|---------------------|---------|
| 1 | 07 AUG | CAPITAL PAY PAYMENT | \$20.00 |
|---|--------|---------------------|---------|

## Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 2 | 07 AUG | CAPITAL PAY FEE                   | \$10.00 |
| 3 | 09 AUG | PAYMENT PROTECTION 1-888-527-6904 | 4.01    |

## At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

## Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$225.58                | .04312% F     | 15.74%            | \$3.02         |
| CASH      | \$294.29                | .04312% F     | 15.74%            | \$3.93         |

ANNUAL PERCENTAGE RATE applied this period 15.74%

47768P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0518450020000018455

|                    |                         |
|--------------------|-------------------------|
| New Balance        | \$518.45                |
| Minimum Amount Due | \$18.45                 |
| Payment Due Date   | September 09, 2002      |
| Total enclosed     | \$ <input type="text"/> |

Please print address changes below using blue or black ink.

|            |                 |
|------------|-----------------|
| Street     | Apt #           |
| City       | State ZIP       |
| Home Phone | Alternate Phone |

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



047768



#9022220336391544# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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E-mail is a great way for you to receive even better service and special offers from Capital One—instantly. By giving us your current e-mail address, you'll enjoy these personalized benefits:



- Receive important updates about your Capital One account
- Get access to the latest Capital One services
- Receive exclusive offers from Capital One
- Ensure your account information is accurate and complete

Even if you've previously given us your e-mail address, please complete and return the reverse side of this coupon—so we can make sure your records are updated!

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- View your account statement online.
- Pay your Capital One bills online.
- Check your account balance and available credit.

And much more!

Register today at [www.capitalone.com](http://www.capitalone.com).

## 1. How To Avoid A Finance Charge.

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

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

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

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

## † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account but cannot access account information over the phone.



Please fill out Access Authorization Form on reverse 016-0603

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

AUG 10 - SEP 09, 2002  
Page 1 of 1

### Account Summary

|                                   |                  |
|-----------------------------------|------------------|
| Previous Balance                  | \$518.45         |
| Payments, Credits and Adjustments | \$18.45          |
| Transactions                      | \$14.03          |
| Finance Charges                   | \$6.95           |
| New Balance                       | \$520.98         |
| Minimum Amount Due                | \$20.98          |
| Payment Due Date                  | October 09, 2002 |
| Total Credit Line                 | \$500            |
| Total Available Credit            | \$0.00           |
| Credit Line for Cash              | \$500            |
| Available Credit for Cash         | \$0.00           |

### Payments, Credits and Adjustments

|   |        |                                     |         |
|---|--------|-------------------------------------|---------|
| 1 | 09 SEP | Cap 1 PaybyPhonePmt AuthDate 03-SEP | \$18.45 |
|---|--------|-------------------------------------|---------|

### Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 2 | 09 SEP | CAPITAL PAY FEE                   | \$10.00 |
| 3 | 09 SEP | PAYMENT PROTECTION 1-888-527-6904 | 4.03    |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

### Important Account Information

Capital One is a proud sponsor of the 54th Annual Primetime Emmy Awards Telecast. Tune in Sunday, September 22nd on NBC from 8-11 p.m. ET (7-10 p.m. CT) to see the talent you've enjoyed over the past season unite to celebrate another year of groundbreaking work in television. Capital One wants you to be a part of the excitement! Check out Capital One's ad in the September 13th issue of People magazine, or visit [People.com](http://People.com) for more details.

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$226.77                | .04301% F     | 15.70%            | \$3.02         |
| CASH      | \$294.76                | .04301% F     | 15.70%            | \$3.93         |

ANNUAL PERCENTAGE RATE applied this period 15.70%

48788P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0520980018450020980

New Balance \$520.98  
Minimum Amount Due \$20.98  
Payment Due Date October 09, 2002  
Total enclosed \$

Please print address changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone

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



048788

#9025320336391549# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X _____<br>Current Account Owner's Signature | / /<br>Today's Date      |                          |                          |

## 1. How To Avoid A Finance Charge.

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

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## 2. Average Daily Balance (Including New Purchases).

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

## † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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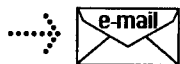
48768P

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

Send us your e-mail address ...  
and help Capital One® serve you better.

544600-01

**Capital One**  
what's in your wallet?™



Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: \_\_\_\_\_  
Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL Account #: 4791241730562779

Your privacy is protected at Capital One. For more information about our privacy policy, please visit  
<http://www.capitalone.com/parent/legal/privacy.shtml>.

To get even more out of your account, see reverse! ➤

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

SEP 10 - OCT 09, 2002  
Page 1 of 1

**Account Summary**

|                                   |                   |
|-----------------------------------|-------------------|
| Previous Balance                  | \$520.98          |
| Payments, Credits and Adjustments | \$20.98           |
| Transactions                      | \$3.95            |
| Finance Charges                   | \$6.74            |
| New Balance                       | \$510.69          |
| Minimum Amount Due                | \$15.00           |
| Payment Due Date                  | November 09, 2002 |
| Total Credit Line                 | \$500             |
| Total Available Credit            | \$0.00            |
| Credit Line for Cash              | \$500             |
| Available Credit for Cash         | \$0.00            |

**Payments, Credits and Adjustments**

|                     |        |                                   |          |
|---------------------|--------|-----------------------------------|----------|
| 1                   | 09 OCT | PAYMENT RECEIVED - THANK YOU      | \$20.98- |
| <b>Transactions</b> |        |                                   |          |
| 2                   | 09 OCT | PAYMENT PROTECTION 1-888-527-6904 | \$3.95   |

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

**Finance Charges**

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$229.08                | .04296% F     | 15.68%            | \$2.95         |
| CASH      | \$294.45                | .04296% F     | 15.68%            | \$3.79         |

ANNUAL PERCENTAGE RATE applied this period 15.68%

51305P

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0510690020980015003

|                    |                   |
|--------------------|-------------------|
| New Balance        | \$510.69          |
| Minimum Amount Due | \$15.00           |
| Payment Due Date   | November 09, 2002 |

Total enclosed \$

Please print address changes below using blue or black ink.

|            |                 |
|------------|-----------------|
| Street     | Apt. #          |
| City       | State ZIP       |
| Home Phone | Alternate Phone |

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



051305



#9028320336391546# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

# Get the most out of your Capital One® account.

E-mail is a great way for you to receive even better service and special offers from Capital One—instantly. By giving us your current e-mail address, you'll enjoy these personalized benefits:



- Receive important updates about your Capital One account
- Get access to the latest Capital One services
- Receive exclusive offers from Capital One
- Ensure your account information is accurate and complete

Even if you've previously given us your e-mail address, please complete and return the reverse side of this coupon—so we can make sure your records are updated!

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Start accessing your account online ... starting now!

Capital One Online Account Services offers you FREE benefits:

- View your account statement online.
- Pay your Capital One bills online.
- Check your account balance and available credit.

And much more!

Register today at [www.capitalone.com](http://www.capitalone.com).



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

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

## † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

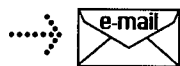
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**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing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

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544600-01

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what's in your wallet?



Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: \_\_\_\_\_  
Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL Account #: 4791241730562779

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<http://www.capitalone.com/parent/legal/privacy.shtml>.

To get even more out of your account, see reverse! ➤

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

OCT 10 - NOV 09, 2002  
Page 1 of 1

## Account Summary

|                                   |                   |
|-----------------------------------|-------------------|
| Previous Balance                  | \$510.69          |
| Payments, Credits and Adjustments | \$0.00            |
| Transactions                      | \$62.26           |
| Finance Charges                   | \$6.87            |
| New Balance                       | \$579.82          |
| Minimum Amount Due                | \$79.82           |
| Payment Due Date                  | December 09, 2002 |
| Total Credit Line                 | \$500             |
| Total Available Credit            | \$0.00            |
| Credit Line for Cash              | \$500             |
| Available Credit for Cash         | \$0.00            |

## Payments, Credits and Adjustments

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

## Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 1 | 09 NOV | OVERLIMIT FEE                     | \$29.00 |
| 2 | 09 NOV | PAST DUE FEE                      | 29.00   |
| 3 | 09 NOV | PAYMENT PROTECTION 1-888-527-6904 | 4.26    |

## At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

## Important Account Information

Who should be the college football National Mascot of the Year? You help decide! Visit [www.capitalonebowl.com](http://www.capitalonebowl.com) today to cast your vote for one of the 12 finalists. Then be sure to tune in to ABC to watch the Capital One Bowl on January 1, 2003, to see who won!

## Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$220.28                | .04301% F     | 15.70%            | \$2.94         |
| CASH      | \$294.64                | .04301% F     | 15.70%            | \$3.93         |

ANNUAL PERCENTAGE RATE applied this period 15.70%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0579820020980079828

|                    |                         |
|--------------------|-------------------------|
| New Balance        | \$579.82                |
| Minimum Amount Due | \$79.82                 |
| Payment Due Date   | December 09, 2002       |
| Total enclosed     | \$ <input type="text"/> |

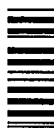
Please print mailing address and/or e-mail changes below using blue or black ink.

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

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



051696



#9031420336391549# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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## 1. How To Avoid A Finance Charge.

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

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

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

## † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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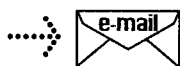
51696P

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

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Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: \_\_\_\_\_  
Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL Account #: 4791241730562779

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**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

NOV 10 - DEC 09, 2002  
Page 1 of 1

## Account Summary

|                                   |                  |
|-----------------------------------|------------------|
| Previous Balance                  | \$579.82         |
| Payments, Credits and Adjustments | \$98.00          |
| Transactions                      | \$43.11          |
| Finance Charges                   | \$7.08           |
| New Balance                       | \$532.01         |
| Minimum Amount Due                | \$32.01          |
| Payment Due Date                  | January 09, 2003 |
| Total Credit Line                 | \$500            |
| Total Available Credit            | \$0.00           |
| Credit Line for Cash              | \$500            |
| Available Credit for Cash         | \$0.00           |

## At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

## Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 17 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

## Payments, Credits and Adjustments

|   |        |                                          |          |
|---|--------|------------------------------------------|----------|
| 1 | 14 NOV | Cap 1 ElectronicPhonePmt AuthDate 14-NOV | \$15.00- |
| 2 | 14 NOV | PAST DUE FEE CREDIT                      | 29.00-   |
| 3 | 14 NOV | OVERLIMIT FEE CREDIT                     | 29.00-   |
| 4 | 07 DEC | PAYMENT RECEIVED - THANK YOU             | 25.00-   |

## Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 5 | 11 NOV | OVERLIMIT FEE                     | \$29.00 |
| 6 | 14 NOV | PAY-BY-PHONE FEE                  | 10.00   |
| 7 | 09 DEC | PAYMENT PROTECTION 1-888-527-6904 | 4.11    |

Important Reminder: Your Year-End Summary should arrive no later than February 28. If you have not received a summary by that date, please call the customer service number on the back of your card so that a replacement copy may be sent to you directly.

## Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$259.96                | .04260% F     | 15.55%            | \$3.32         |
| CASH      | \$294.25                | .04260% F     | 15.55%            | \$3.76         |

ANNUAL PERCENTAGE RATE applied this period

15.55%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0532010025000032018

New Balance \$532.01  
Minimum Amount Due \$32.01  
Payment Due Date January 09, 2003  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

#9034420336391546# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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Register today at [www.capitalone.com](http://www.capitalone.com).



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2

1. **How To Avoid A Finance Charge.**
    - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
    - b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
    - c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
    - d. **Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
  2. **Average Daily Balance (Including New Purchases).**
    - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
    - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
  3. **Annual Percentage Rates (APR).**
    - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
    - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
    - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repeated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
  4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
  5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
  6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- BILLING RIGHTS SUMMARY**  
(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
- † **Special Rule For Credit Card Purchases**  
If you have a problem with the quality of property or services that you purchased with a credit card and you have filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † Does not apply to consumer non-credit card accounts  
‡ Does not apply to business non-credit card accounts
- Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).  
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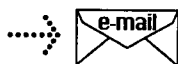
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**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

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544600-01

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what's in your wallet?™



Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: \_\_\_\_\_  
Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL Account #: 4791241730562779

Your privacy is protected at Capital One. For more information about our privacy policy, please visit  
<http://www.capitalone.com/parent/legal/privacy.shtml>.

To get even more out of your account, see reverse! ➤

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

DEC 10, 2002 - JAN 09, 2003  
Page 1 of 1

## Account Summary

|                                   |                   |
|-----------------------------------|-------------------|
| Previous Balance                  | \$532.01          |
| Payments, Credits and Adjustments | \$59.00           |
| Transactions                      | \$13.82           |
| Finance Charges                   | \$6.90            |
| New Balance                       | \$493.73          |
| Minimum Amount Due                | \$14.00           |
| Payment Due Date                  | February 08, 2003 |
| Total Credit Line                 | \$500             |
| Total Available Credit            | \$6.27            |
| Credit Line for Cash              | \$500             |
| Available Credit for Cash         | \$6.27            |

## Payments, Credits and Adjustments

|   |        |                                          |          |
|---|--------|------------------------------------------|----------|
| 1 | 06 JAN | OVERLIMIT FEE CREDIT                     | \$29.00- |
| 2 | 07 JAN | Cap 1 ElectronicPhonePmt AuthDate 06-JAN | 30.00-   |

## Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 3 | 07 JAN | PAY-BY-PHONE FEE                  | \$10.00 |
| 4 | 09 JAN | PAYMENT PROTECTION 1-888-527-6904 | 3.82    |

Important Notice: In order to receive your annual Visa Business Card Year-End Summary, your account must be open and in good standing (not overlimit or past due) and must have had at least one transaction in the last calendar year.

## At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

## Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$235.51                | .04203% F     | 15.34%            | \$3.07         |
| CASH      | \$294.18                | .04203% F     | 15.34%            | \$3.83         |

ANNUAL PERCENTAGE RATE applied this period 15.34%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0493730030000014004

New Balance \$493.73  
Minimum Amount Due \$14.00  
Payment Due Date February 08, 2003  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

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

060444

#9001020336391543# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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

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23

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4. Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. Using Your Account. Your card or account cannot be used in connection with any internet gambling transactions.
8. Notices About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

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

#### 4.† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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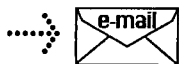
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**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing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

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Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: \_\_\_\_\_  
Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL Account #: 4791241730562779

Your privacy is protected at Capital One. For more information about our privacy policy, please visit  
<http://www.capitalone.com/parent/legal/privacy.shtml>.

To get even more out of your account, see reverse! ➤

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

JAN 10 - FEB 09, 2003  
Page 1 of 1

## Account Summary

|                                   |                |
|-----------------------------------|----------------|
| Previous Balance                  | \$493.73       |
| Payments, Credits and Adjustments | \$14.00        |
| Transactions                      | \$13.87        |
| Finance Charges                   | \$6.44         |
| New Balance                       | \$500.04       |
| Minimum Amount Due                | \$15.00        |
| Payment Due Date                  | March 08, 2003 |
| Total Credit Line                 | \$500          |
| Total Available Credit            | \$0.00         |
| Credit Line for Cash              | \$500          |
| Available Credit for Cash         | \$0.00         |

## At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

## Payments, Credits and Adjustments

|   |        |                                          |          |
|---|--------|------------------------------------------|----------|
| 1 | 05 FEB | Cap 1 ElectronicPhonePmt AuthDate 05-FEB | \$14.00- |
|---|--------|------------------------------------------|----------|

## Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 2 | 05 FEB | PAY-BY-PHONE FEE                  | \$10.00 |
| 3 | 09 FEB | PAYMENT PROTECTION 1-888-527-6904 | 3.87    |

## Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$205.01                | .04186% F     | 15.28%            | \$2.66         |
| CASH      | \$291.18                | .04186% F     | 15.28%            | \$3.78         |

ANNUAL PERCENTAGE RATE applied this period 15.28%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0500040014000015008

New Balance \$500.04  
Minimum Amount Due \$15.00  
Payment Due Date March 08, 2003

Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

#9004020336391540# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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

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- Get access to the latest Capital One services
- Receive exclusive offers from Capital One
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- Check your account balance and available credit.

And much more!

Register today at [www.capitalone.com](http://www.capitalone.com).

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

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

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

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

2. **Average Daily Balance (Including New Purchases).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Special Rule For Credit Card Purchases**

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).

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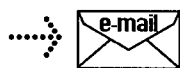
52444P

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

Send us your e-mail address ...  
and help Capital One® serve you better.

544600-01

**Capital One**  
what's in your wallet?™



Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: \_\_\_\_\_

Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL Account #: 4791241730562779

Your privacy is protected at Capital One. For more information about our privacy policy, please visit  
<http://www.capitalone.com/parent/legal/privacy.shtml>.

To get even more out of your account, see reverse! ➤

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

FEB 10 - MAR 09, 2003  
Page 1 of 1

**Account Summary**

|                                   |                |
|-----------------------------------|----------------|
| Previous Balance                  | \$500.04       |
| Payments, Credits and Adjustments | \$158.09       |
| Transactions                      | \$2.70         |
| Finance Charges                   | \$4.49         |
| New Balance                       | \$349.14       |
| Minimum Amount Due                | \$10.00        |
| Payment Due Date                  | April 09, 2003 |
| Total Credit Line                 | \$500          |
| Total Available Credit            | \$150.86       |
| Credit Line for Cash              | \$500          |
| Available Credit for Cash         | \$150.86       |

**Payments, Credits and Adjustments**

|   |        |                                    |          |
|---|--------|------------------------------------|----------|
| 1 | 17 FEB | PAYMENT PROTECTION BENEFIT PAYMENT | \$158.09 |
|---|--------|------------------------------------|----------|

**Transactions**

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 MAR | PAYMENT PROTECTION 1-888-527-6904 | \$2.70 |
|---|--------|-----------------------------------|--------|

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

**Finance Charges**

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$93.08                 | .04175% F     | 15.24%            | \$1.09         |
| CASH      | \$290.71                | .04175% F     | 15.24%            | \$3.40         |

ANNUAL PERCENTAGE RATE applied this period 15.24%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0349140158090010003

|                    |                         |
|--------------------|-------------------------|
| New Balance        | \$349.14                |
| Minimum Amount Due | \$10.00                 |
| Payment Due Date   | April 09, 2003          |
| Total enclosed     | \$ <input type="text"/> |
| Account Number:    | 4791-2417-3056-2779     |

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

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

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

050464

#9006820336391541# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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

# Get the most out of your Capital One® account.

E-mail is a great way for you to receive even better service and special offers from Capital One—instantly. By giving us your current e-mail address, you'll enjoy these personalized benefits:



- Receive important updates about your Capital One account
- Get access to the latest Capital One services
- Receive exclusive offers from Capital One
- Ensure your account information is accurate and complete

Even if you've previously given us your e-mail address, please complete and return the reverse side of this coupon—so we can make sure your records are updated!

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Start accessing your account online... starting now!

Capital One Online Account Services offers you FREE benefits:

- View your account statement online.
- Pay your Capital One bills online.
- Check your account balance and available credit.

And much more!

Register today at [www.capitalone.com](http://www.capitalone.com).

1. **How To Avoid A Finance Charge.**
    - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
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    - c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
    - d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
  2. **Average Daily Balance (Including New Purchases).**
    - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchases) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
    - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
  3. **Annual Percentage Rates (APR).**
    - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
    - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
    - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
  4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
  5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
  6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- BILLING RIGHTS SUMMARY**  
(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
- † **Special Rule For Credit Card Purchases**  
If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † **Does not apply to consumer non-credit card accounts**  
† **Does not apply to business non-credit card accounts**
- Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).  
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**Important Notice:** Your payment will be credited to your account as of the date we receive it, provided you send the bottom portion of this statement and your check in the enclosed remittance envelope, and your payment is received in our processing center by 3 p.m. Payments addressed to our Virginia or Georgia processing center must be received on a business day by 3:00 p.m. ET. Payments addressed to our Washington processing center must be received on a business day by 3:00 p.m. PT. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in another form may not be credited the same day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment.

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

**Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.**

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

- Can make purchases on the account but cannot access account information over the phone.

**Capital One**  
Small Business Services

Page 1 of 1

|                           |          |
|---------------------------|----------|
| Total Credit Line         | \$500    |
| Total Available Credit    | \$156.48 |
| Credit Line for Cash      | \$500    |
| Available Credit for Cash | \$156.48 |

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

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

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

|   |        |                                    |         |
|---|--------|------------------------------------|---------|
| 1 | 17 MAR | PAYMENT PROTECTION BENEFIT PAYMENT | \$12.70 |
|---|--------|------------------------------------|---------|

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 APR | PAYMENT PROTECTION 1-888-527-6904 | \$2.66 |
|---|--------|-----------------------------------|--------|

Auto Rental Insurance: Coverage for collision damage or theft with card purchase of rental.\*  
Purchase Security with Extended Protection: 90-day theft or damage protection on most card purchases and doubles the manufacturer's written U.S. warranty up to one year on warranties of three years or less.\* Go to [www.visa.com/benefits](http://www.visa.com/benefits) or call 1-800-955-7070 now for complete benefit information. \*Certain restrictions and conditions apply.

Please see reverse side for important information

|           | Balance rate<br>applied to | Periodic<br>rate | Corresponding<br>APR | FINANCE<br>CHARGE |
|-----------|----------------------------|------------------|----------------------|-------------------|
| PURCHASES | \$50.15                    | .04173% F        | 15.23%               | \$ .65            |
| CASH      | \$291.30                   | .04173% F        | 15.23%               | \$3.77            |

ANNUAL PERCENTAGE RATE applied this period

15.23%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

00000000 7 4791241730562779 09 0343520012700010002

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

Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

#9010020336391542# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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

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

BENJAMIN A SAGGESE ART  
4791241730562779

# ACCESS AUTHORIZATION FORM

JARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                                  | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|--------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>X</b> Current Account Owner's Signature _____ | Today's Date _____       |                          |                          |

## 1. How To Avoid A Finance Charge.

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

## 2. Average Daily Balance (Including New Purchases).

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

## 5. Renewing Your Account.

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

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

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

## 7. Using Your Account.

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

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

## BILLING RIGHTS SUMMARY

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

## Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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53945P

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account but cannot access account information over the phone.



Please fill out Access Authorization Form on reverse 016-0603

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

APR 10 - MAY 09, 2003  
Page 1 of 1

### Account Summary

|                                   |               |
|-----------------------------------|---------------|
| Previous Balance                  | \$343.52      |
| Payments, Credits and Adjustments | \$12.66       |
| Transactions                      | \$2.61        |
| Finance Charges                   | \$4.20        |
| New Balance                       | \$337.67      |
| Minimum Amount Due                | \$10.00       |
| Payment Due Date                  | June 09, 2003 |
| Total Credit Line                 | \$500         |
| Total Available Credit            | \$162.33      |
| Credit Line for Cash              | \$500         |
| Available Credit for Cash         | \$162.33      |

### Payments, Credits and Adjustments

|   |        |                                    |         |
|---|--------|------------------------------------|---------|
| 1 | 17 APR | PAYMENT PROTECTION BENEFIT PAYMENT | \$12.66 |
|---|--------|------------------------------------|---------|

### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 MAY | PAYMENT PROTECTION 1-888-527-6904 | \$2.61 |
|---|--------|-----------------------------------|--------|

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$44.50                 | .04164% F     | 15.20%            | \$5.56         |
| CASH      | \$291.34                | .04164% F     | 15.20%            | \$3.64         |

ANNUAL PERCENTAGE RATE applied this period

15.20%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0337670012660010009

New Balance \$337.67  
Minimum Amount Due \$10.00  
Payment Due Date June 09, 2003  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

#9013020336391549# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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



055126P



BENJAMIN A SAGGESE ART  
4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X<br>Current Account Owner's Signature _____ | / /<br>Today's Date      |                          |                          |



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234-11-

## 1. How To Avoid A Finance Charge.

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

## 2. Average Daily Balance (Including New Purchases).

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

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

## 3. Annual Percentage Rates (APR).

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

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

- Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- Rescinding Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
  - If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

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

## 7. Using Your Account.

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

## BILLING RIGHTS SUMMARY

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

## †, ‡ Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Capital One 01LGBAK

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account but cannot access account information over the phone.

Please fill out Access Authorization Form on reverse 016-0603

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

MAY 10 - JUN 09, 2003

Page 1 of 1

### Account Summary

|                                   |               |
|-----------------------------------|---------------|
| Previous Balance                  | \$337.67      |
| Payments, Credits and Adjustments | \$12.61       |
| Transactions                      | \$64.09       |
| Finance Charges                   | \$9.34        |
| New Balance                       | \$398.49      |
| Minimum Amount Due                | \$11.00       |
| Payment Due Date                  | July 09, 2003 |
| Total Credit Line                 | \$500         |
| Total Available Credit            | \$101.51      |
| Credit Line for Cash              | \$500         |
| Available Credit for Cash         | \$101.51      |

### Payments, Credits and Adjustments

|   |        |                                    |         |
|---|--------|------------------------------------|---------|
| 1 | 19 MAY | PAYMENT PROTECTION BENEFIT PAYMENT | \$12.61 |
|---|--------|------------------------------------|---------|

### Transactions

|   |        |                                     |         |
|---|--------|-------------------------------------|---------|
| 2 | 06 JUN | CASH ADV. UNTAINVIEW P KYLERTOWN PA | \$32.00 |
| 3 | 09 JUN | CAPITAL ONE MEMBER FEE              | 29.00   |
| 4 | 09 JUN | PAYMENT PROTECTION 1-888-527-6904   | 3.09    |
| 5 | 09 JUN | CASH ADVANCE FEE -- FINANCE CHARGE  | 5.00    |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$40.31                 | .04167% F     | 15.21%            | \$5.52         |
| CASH      | \$295.55                | .04167% F     | 15.21%            | \$3.82         |

ANNUAL PERCENTAGE RATE applied this period

33.37%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0398490012610011002

|                    |               |
|--------------------|---------------|
| New Balance        | \$398.49      |
| Minimum Amount Due | \$11.00       |
| Payment Due Date   | July 09, 2003 |

Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

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



057482



#9016120336391544# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
4791241730562779

## ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                                     | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|-----------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>X</b> _____<br>Current Account Owner's Signature | / /<br>Today's Date      |                          |                          |



09R12 O 1400  
2345

1. How To Avoid A Finance Charge.

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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

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

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

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

†, ‡ Special Rule For Credit Card Purchases

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

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

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

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**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

JUN 10 - JUL 09, 2003  
Page 1 of 1

### Account Summary

|                                   |                 |
|-----------------------------------|-----------------|
| Previous Balance                  | \$398.49        |
| Payments, Credits and Adjustments | \$14.09         |
| Transactions                      | \$74.72         |
| Finance Charges                   | \$20.55         |
| New Balance                       | \$479.67        |
| Minimum Amount Due                | \$14.00         |
| Payment Due Date                  | August 09, 2003 |
| Total Credit Line                 | \$500           |
| Total Available Credit            | \$20.33         |
| Credit Line for Cash              | \$500           |
| Available Credit for Cash         | \$20.33         |

### Payments, Credits and Adjustments

|   |        |                                    |         |
|---|--------|------------------------------------|---------|
| 1 | 17 JUN | PAYMENT PROTECTION BENEFIT PAYMENT | \$14.09 |
|---|--------|------------------------------------|---------|

## Transactions

|   |        |                                        |         |
|---|--------|----------------------------------------|---------|
| 2 | 13 JUN | CASH ADV. S/101 LION L PORT MATILDA PA | \$22.00 |
| 3 | 13 JUN | 0064 SHEETZ 00000646 PHILIPSBURG PA    | 5.00    |
| 4 | 20 JUN | CASH ADV. UNTAINVIEW P KYLERTOWN PA    | 22.00   |
| 5 | 20 JUN | CASH ADV. UNTAINVIEW P KYLERTOWN PA    | 22.00   |
| 6 | 09 JUL | PAYMENT PROTECTION 1-888-527-6904      | 3.72    |
| 7 | 09 JUL | CASH ADVANCE FEE -- FINANCE CHARGE     | 15.00   |

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Finance Charges

*Please see reverse side for important information*

|           | Balance rate<br>applied to | Periodic<br>rate | Corresponding<br>APR | FINANCE<br>CHARGE |
|-----------|----------------------------|------------------|----------------------|-------------------|
| PURCHASES | \$70.00                    | .04167% F        | 15.21%               | \$1.88            |
| CASH      | \$373.92                   | .04167% F        | 15.21%               | \$4.67            |

ANNUAL PERCENTAGE RATE applied this period

55.55%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0479670014090014001

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

|                    |                         |
|--------------------|-------------------------|
| New Balance        | \$479.67                |
| Minimum Amount Due | \$14.00                 |
| Payment Due Date   | August 09, 2003         |
| Total enclosed     | \$ <input type="text"/> |
| Account Number:    | 4791-2417-3056-2779     |

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

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

#9019120336391541# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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

**SAVE  
15%**



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09R12 O 1400

1. **How To Avoid A Finance Charge.**
  - a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
  - b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
  - c. **Minimum Finance Charge.** For each billing period that your account is subject to finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
  - d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
  - a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
  - b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

- periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. **Annual Percentage Rates (APR).**
  - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
  - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
  - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicor Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
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- your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

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

## † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account but cannot access account information over the phone.



Please fill out Access Authorization Form on reverse 016-0603

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

JUL 10 - AUG 09, 2003  
Page 1 of 1

### Account Summary

|                                   |                    |
|-----------------------------------|--------------------|
| Previous Balance                  | \$479.67           |
| Payments, Credits and Adjustments | \$18.45            |
| Transactions                      | \$15.78            |
| Finance Charges                   | \$11.21            |
| New Balance                       | \$488.21           |
| Minimum Amount Due                | \$14.00            |
| Payment Due Date                  | September 09, 2003 |
| Total Credit Line                 | \$500              |
| Total Available Credit            | \$11.79            |
| Credit Line for Cash              | \$500              |
| Available Credit for Cash         | \$11.79            |

### Payments, Credits and Adjustments

|   |        |                              |          |
|---|--------|------------------------------|----------|
| 1 | 09 AUG | PAYMENT RECEIVED - THANK YOU | \$18.45- |
|---|--------|------------------------------|----------|

### Transactions

|   |        |                                     |         |
|---|--------|-------------------------------------|---------|
| 2 | 29 JUL | CASH ADV. UNTAINVIEW P KYLERTOWN PA | \$12.00 |
| 3 | 09 AUG | PAYMENT PROTECTION 1-888-527-6904   | 3.78    |
| 4 | 09 AUG | CASH ADVANCE FEE -- FINANCE CHARGE  | 5.00    |

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

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$73.83                 | .04115% F     | 15.02%            | \$ .94         |
| CASH      | \$412.86                | .04115% F     | 15.02%            | \$5.27         |

ANNUAL PERCENTAGE RATE applied this period

27.64%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0488210018450014007

New Balance \$488.21  
Minimum Amount Due \$14.00  
Payment Due Date September 09, 2003  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

#9022220336391544# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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



057502



BENJAMIN A SAGGESE ART  
4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                           | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|-------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X Current Account Owner's Signature _____ | / / Today's Date _____   |                          |                          |



09R14 O 1400  
2-5

## 1. How To Avoid A Finance Charge.

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

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

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rate (APR).

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

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

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

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

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

## 4. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account but cannot access account information over the phone.

Please fill out Access Authorization Form on reverse 016-0603

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

AUG 10 - SEP 09, 2003  
Page 1 of 1

### Account Summary

|                                   |                  |
|-----------------------------------|------------------|
| Previous Balance                  | \$488.21         |
| Payments, Credits and Adjustments | \$20.00          |
| Transactions                      | \$3.70           |
| Finance Charges                   | \$6.25           |
| New Balance                       | \$478.16         |
| Minimum Amount Due                | \$14.00          |
| Payment Due Date                  | October 09, 2003 |
| Total Credit Line                 | \$500            |
| Total Available Credit            | \$21.84          |
| Credit Line for Cash              | \$500            |
| Available Credit for Cash         | \$21.84          |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

### Payments, Credits and Adjustments

1 08 SEP PAYMENT RECEIVED - THANK YOU \$20.00

### Transactions

2 09 SEP PAYMENT PROTECTION 1-888-527-6904 \$3.70

### Important Account Information

Capital One is a proud sponsor of the 55th Annual Primetime Emmy Awards Telecast. Tune in Sunday, September 21st on FOX from 8-11 p.m. ET (7-10 p.m. CT) to see the talent you've enjoyed during the past season unite to celebrate another year of groundbreaking work in television. Capital One wants you to be a part of the excitement! Check out Capital One's ad in the September 12th issue of People Magazine or visit [redcarpetweekend.com](http://redcarpetweekend.com) for more details.

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$76.85                 | .04112% F     | 15.01%            | \$ .98         |
| CASH      | \$413.09                | .04112% F     | 15.01%            | \$5.27         |

ANNUAL PERCENTAGE RATE applied this period

15.01%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0478160020000014005

New Balance \$478.16  
Minimum Amount Due \$14.00  
Payment Due Date October 09, 2003  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

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

#9025320336391549# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X _____<br>Current Account Owner's Signature | / /<br>Today's Date      |                          |                          |

## 1. How To Avoid A Finance Charge.

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

## 2. Average Daily Balance (Including New Purchases).

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

## † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Capital One 01LGLBAK

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59614P

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

# Save time ... Give employees access to your account!

**BENJAMIN A SAGGESE**  
**ARTIST GUARDIAN ANGEL**  
 Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account but cannot access account information over the phone.

Please fill out Access Authorization Form on reverse 016-0603

**Capital One**  
 Small Business Services

VISA ACCOUNT  
 4791-2417-3056-2779

SEP 10 - OCT 09, 2003  
 Page 1 of 1

### Account Summary

|                                   |                   |
|-----------------------------------|-------------------|
| Previous Balance                  | \$478.16          |
| Payments, Credits and Adjustments | \$20.00           |
| Transactions                      | \$28.82           |
| Finance Charges                   | \$6.06            |
| New Balance                       | \$493.04          |
| Minimum Amount Due                | \$14.00           |
| Payment Due Date                  | November 08, 2003 |
| Total Credit Line                 | \$500             |
| Total Available Credit            | \$6.96            |
| Credit Line for Cash              | \$500             |
| Available Credit for Cash         | \$6.96            |

### Payments, Credits and Adjustments

|   |        |                                          |          |
|---|--------|------------------------------------------|----------|
| 1 | 08 OCT | Cap 1 ElectronicPhonePmt AuthDate 08-OCT | \$20.00- |
|---|--------|------------------------------------------|----------|

### Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 2 | 18 SEP | KWIK FILL # 387 KYLERTOWN PA      | \$15.00 |
| 3 | 08 OCT | PAY-BY-PHONE FEE                  | 10.00   |
| 4 | 09 OCT | PAYMENT PROTECTION 1-888-527-6904 | 3.82    |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

### Important Account Information

Cast your vote on [capitalonebowl.com](http://capitalonebowl.com) to help select the National Mascot of the Year from the 12 finalists, and be sure to tune in to ABC college football, ESPN, and ESPN2 to see this year's mascot commercials! This year's winner will be announced during the Capital One Bowl, which airs on ABC at 1:00p.m. ET on January 1st.

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$89.44                 | .04115% F     | 15.02%            | \$1.10         |
| CASH      | \$401.96                | .04115% F     | 15.02%            | \$4.96         |

ANNUAL PERCENTAGE RATE applied this period

15.02%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0493040020000014000

New Balance \$493.04  
 Minimum Amount Due \$14.00  
 Payment Due Date November 08, 2003

Total enclosed \$   
 Account Number: 4791-2417-3056-2779

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

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

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

060329

#9028320336391546# MAIL ID NUMBER  
 BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
 BENJAMIN A SAGGESE  
 P O BOX E  
 MUNSON PA 16860

BENJAMIN A SAGGESE ART  
4791241730562779

## ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                           | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|-------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X Current Account Owner's Signature _____ | Today's Date _____       |                          |                          |

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

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

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

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

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

### 2. Average Daily Balance (Including New Purchases).

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

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

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

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

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

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

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

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

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

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

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

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

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

### BILLING RIGHTS SUMMARY

(In Case Of Error Or Questions About Your Bill)

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

### † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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60329P

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

Safeguard your good name  
and your financial reputation

**FOR 23¢  
A DAY**

against identity theft

More details on reverse >>>

Join ID Alert - free for 30 days!  
A great value plus one of the lowest prices  
you'll find anywhere!

☒ YES! I want to safeguard my good name and credit rating  
for only \$6.99 a month with ID Alert.

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

Name (Please print.)

Signature (Required.)

**X X X** - **X X** -

Social Security Number (Required—only fill in the last four digits of your number.)

P O BOX E  
MUNSON PA 16860

1000000037026089

10774

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

OCT 10 - NOV 09, 2003  
Page 1 of 2

**Account Summary**

|                                   |                   |
|-----------------------------------|-------------------|
| Previous Balance                  | \$493.04          |
| Payments, Credits and Adjustments | \$14.00           |
| Transactions                      | \$3.78            |
| Finance Charges                   | \$6.30            |
| New Balance                       | \$489.12          |
| Minimum Amount Due                | \$14.00           |
| Payment Due Date                  | December 09, 2003 |
| Total Credit Line                 | \$500             |
| Total Available Credit            | \$10.88           |
| Credit Line for Cash              | \$500             |
| Available Credit for Cash         | \$10.88           |

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online  
and receive valuable offers.

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

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

**Payments, Credits and Adjustments**

|   |        |                              |          |
|---|--------|------------------------------|----------|
| 1 | 05 NOV | PAYMENT RECEIVED - THANK YOU | \$14.00- |
|---|--------|------------------------------|----------|

**Transactions**

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 NOV | PAYMENT PROTECTION 1-888-527-6904 | \$3.78 |
|---|--------|-----------------------------------|--------|

**Finance Charges**

Please see reverse side for important information

|           | Balance rate<br>applied to | Periodic<br>rate | Corresponding<br>APR | FINANCE<br>CHARGE |
|-----------|----------------------------|------------------|----------------------|-------------------|
| PURCHASES | \$92.21                    | .04115% F        | 15.02%               | \$1.18            |
| CASH      | \$401.62                   | .04115% F        | 15.02%               | \$5.12            |

ANNUAL PERCENTAGE RATE applied this period

15.02%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0489120014000014004

|                    |                         |
|--------------------|-------------------------|
| New Balance        | \$489.12                |
| Minimum Amount Due | \$14.00                 |
| Payment Due Date   | December 09, 2003       |
| Total enclosed     | \$ <input type="text"/> |
| Account Number:    | 4791-2417-3056-2779     |

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

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

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

#9031320336391541# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

**BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL**  
As an ID Alert member, you'll get  
financial peace of mind for just  
\$6.99 a month.



Many people  
learn of identity  
theft or account  
fraud by  
monitoring their  
credit file.

Americans spent billions of dollars last  
year to repair damage caused by identity  
and account thieves, according to a  
Federal Trade Commission survey report  
released in September 2003.

**BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL**  
Here's what your membership gets you:

- Credit monitoring every business day
- Alerts to potential fraudulent activity
- Online dispute processing
- Access to the Consumer Fraud Resource Center
- Identity theft insurance
- Personalized Credit Profile and Score
- \$6.99 a month, conveniently billed to your Capital One account if you do not call to cancel within 30 days\*

**FREE**  
30-DAY TRIAL

Limited-time offer. Respond by: 02/28/04.

✉ By Mail: Return this completed acceptance form with your  
Capital One card payment

✉ Online: Visit our secure website [www.myidalert.com/special](http://www.myidalert.com/special)

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

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For Preferred Cardholders

**Capital One**  
what's in your wallet?

Equifax and Intersections Inc. are solely responsible for this offer, and are not affiliated with Capital One. Capital One does not provide or guarantee any product or service shown here.  
\*For inquiries about this product or if you wish to bill a different credit card, call 1-866-228-3745. By responding to this offer, you may be communicating information about yourself to the company that provides this product—for example, that you are a Capital One customer. The ID Alert service is available to only one cardholder per account.



09R15 01400  
2-4-6

**How To Avoid A Finance Charge.**

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

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

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

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

**2. Average Daily Balance (Including New Purchases).**

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

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

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

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

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

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

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

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

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

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

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

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

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

**BILLING RIGHTS SUMMARY**

(In Case Of Errors Or Questions About Your Bill)

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

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

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

# "Do you take plastic?"



We Process the World's Transactions

It's a question customers ask all the time. And your answer can make the difference between a big sale and no sale.

As part of our continuing efforts to connect your business with successful companies, Capital One® is pleased to introduce you to NPC® and the affordable benefits of their merchant processing systems.

NPC's easy-to-use merchant processing systems offer many cost-effective advantages for your small business:

- ▶ *Easy-to-use equipment and faster transactions*
- ▶ *Decreased risk of bounced checks or collection issues*
- ▶ *Compatible with your existing up-to-date equipment*
- ▶ *Improved cash flow with funds deposited directly to your bank each day*
- ▶ *Monthly reporting statements available for better cash management*
- ▶ *Toll-free customer support, 24/7*

## ***Are you ready when your customers pull out their credit cards?***

Page 2 of 2

Credit cards are quickly becoming the preferred method of payment.

Research even shows that customers who pay by credit card spend two-and-a-half times more in purchases than those without cards.

## ***A national leader in merchant payment systems.***

NPC is the second largest merchant processor in the U.S., giving you the ability to accept Visa®, MasterCard®, American Express®, Discover®, other cards and even online debits as forms of payment. Now you can give your customers the purchasing power they want and manage your business expenses with payment solutions from NPC.

## ***Start saving now.***

Call NPC at 1-877-217-9705 and save with discounted processing rates as low as 1.56% and transaction fees as low as 27 cents.\* Once you apply over the phone, you can be up and running within 4-7 business days with your new merchant processing system or your updated existing point-of-sale equipment.

## ***▶ Call NPC today at 1-877-217-9705!***

*Please mention promo Code P140. Offer expires December 31, 2003.*

60162P

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Small Business Services



200945

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***Your Capital One business card is the key to extra low rates:***

| Services                                               | Capital One & NPC               |
|--------------------------------------------------------|---------------------------------|
| MasterCard & Visa                                      | 1.56% + \$0.27 per transaction* |
| Amex, Discover, Diner's Club®                          | \$0.15 per transaction          |
| Set-up Fee                                             | \$25                            |
| Equipment Purchase Cost<br>(payment options available) | \$699                           |
| Monthly Statement Fee                                  | \$6                             |

As long as your Capital One business card account is current and not overlimit, NPC is extending to you the lowest rates offered to small business owners for fully qualified transactions.

\*Based on card-swipe retail mte.

NPC processes over 20% of all bankcard transactions in the U.S. for over 500,000 merchants. These include leading companies such as Target®, Delta Air Lines®, Best Buy,<sup>SM</sup> OfficeMax® and more. Based in Louisville, Kentucky, NPC has been in business for over 30 years.

**CapitalOne**

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09R15 0

60162P

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account but cannot access account information over the phone.



Please fill out Access Authorization Form on reverse 016-0603

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

DEC 10, 2003 - JAN 09, 2004  
Page 1 of 1

### Account Summary

|                                   |                   |
|-----------------------------------|-------------------|
| Previous Balance                  | \$484.92          |
| Payments, Credits and Adjustments | \$14.00           |
| Transactions                      | \$3.72            |
| Finance Charges                   | \$6.23            |
| New Balance                       | \$480.87          |
| Minimum Amount Due                | \$14.00           |
| Payment Due Date                  | February 09, 2004 |
| Total Credit Line                 | \$500             |
| Total Available Credit            | \$19.13           |
| Credit Line for Cash              | \$500             |
| Available Credit for Cash         | \$19.13           |

### Payments, Credits and Adjustments

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 07 JAN | PAYMENT RECEIVED - THANK YOU | \$14.00 |
|---|--------|------------------------------|---------|

### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 JAN | PAYMENT PROTECTION 1-888-527-6904 | \$3.72 |
|---|--------|-----------------------------------|--------|

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$84.38                 | .04129% F     | 15.07%            | \$1.08         |
| CASH      | \$402.19                | .04129% F     | 15.07%            | \$5.15         |

ANNUAL PERCENTAGE RATE applied this period

15.07%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0480870014000014003

|                    |                   |
|--------------------|-------------------|
| New Balance        | \$480.87          |
| Minimum Amount Due | \$14.00           |
| Payment Due Date   | February 09, 2004 |

Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

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



060287



#9001020336391543# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART GUARDIAN ANGEL  
4791241730562779

# ACCESS AUTHORIZATION FORM

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                           | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|-------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X Current Account Owner's Signature _____ | / / Today's Date         |                          |                          |

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

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

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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60287P

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account but cannot access account information over the phone.

Please fill out Access Authorization Form on reverse 016-0603

**Capital One**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

JAN 10 - FEB 09, 2004  
Page 1 of 1

### Account Summary

|                                   |                |
|-----------------------------------|----------------|
| Previous Balance                  | \$480.87       |
| Payments, Credits and Adjustments | \$14.00        |
| Transactions                      | \$3.69         |
| Finance Charges                   | \$6.16         |
| New Balance                       | \$476.72       |
| Minimum Amount Due                | \$14.00        |
| Payment Due Date                  | March 09, 2004 |
| Total Credit Line                 | \$500          |
| Total Available Credit            | \$23.28        |
| Credit Line for Cash              | \$500          |
| Available Credit for Cash         | \$23.28        |

### Payments, Credits and Adjustments

|                     |        |                                   |         |
|---------------------|--------|-----------------------------------|---------|
| 1                   | 07 FEB | PAYMENT RECEIVED - THANK YOU      | \$14.00 |
| <b>Transactions</b> |        |                                   |         |
| 2                   | 09 FEB | PAYMENT PROTECTION 1-888-527-6904 | \$3.69  |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:                      Send inquiries to:  
Attn: Remittance Processing              Capital One Services  
Capital One Services                      P.O. Box 851015  
P.O. Box 85184                                  Richmond, VA 23285-5015  
Richmond, VA 23285-5184

### Important Account Information

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

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$80.45                 | .04115% F     | 15.02%            | \$1.03         |
| CASH      | \$402.04                | .04115% F     | 15.02%            | \$5.13         |

ANNUAL PERCENTAGE RATE applied this period

15.02%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One**

0000000 7 4791241730562779 09 0476720014000014006

New Balance \$476.72  
Minimum Amount Due \$14.00  
Payment Due Date March 09, 2004  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

#9004120336391548# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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

BENJAMIN A SAGGESE ART  
4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                                  | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|--------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>X</b> Current Account Owner's Signature _____ | Today's Date _____       |                          |                          |

## 1. How To Avoid A Finance Charge.

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

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

## Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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09R17 O 1400  
234-9

55922P

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

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**1-800-926-5475**  
ask for code 28JCGW

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THE WALL STREET JOURNAL

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### The First Section

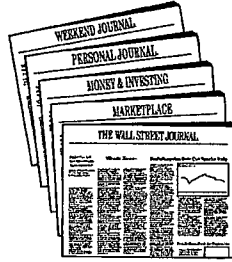
From the front page—now with more prominent headlines and a highlighted "What's News" column—to the last, this section gives you the day's top news, from business and the economy to the nation and the world.

### Marketplace

Coverage of the companies and people transforming the world of business, and more coverage of vital trends that could affect your company and your career.

### Money & Investing

Expert analysis, a new front-page column that highlights the daily trends that move markets and new colorful charts make for an easy-to-navigate guide to the markets that affect business.



### Especially for Capital One® Cardholders

#### Personal Journal

Every Tuesday, Wednesday and Thursday, Personal Journal focuses on news relevant to your personal business: personal finance, health, family, cars, travel. Gain insight into how the latest news can help you make smarter decisions in your personal life.

#### Weekend Journal

Friday's fourth section is devoted to the activities and interests that represent your passions: wine, sports, real estate, entertainment, art, collecting, fashion and shopping.

**THE WALL STREET JOURNAL**  
**DOW JONES**

## Capital One®

Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

FEB 10 - MAR 09, 2004  
Page 1 of 1

#### Account Summary

|                                   |                |
|-----------------------------------|----------------|
| Previous Balance                  | \$476.72       |
| Payments, Credits and Adjustments | \$14.00        |
| Transactions                      | \$3.66         |
| Finance Charges                   | \$5.69         |
| New Balance                       | \$472.07       |
| Minimum Amount Due                | \$14.00        |
| Payment Due Date                  | April 09, 2004 |
| Total Credit Line                 | \$500          |
| Total Available Credit            | \$27.93        |
| Credit Line for Cash              | \$500          |
| Available Credit for Cash         | \$27.93        |

#### Payments, Credits and Adjustments

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 06 MAR | PAYMENT RECEIVED - THANK YOU | \$14.00 |
|---|--------|------------------------------|---------|

#### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 MAR | PAYMENT PROTECTION 1-888-527-6904 | \$3.66 |
|---|--------|-----------------------------------|--------|

#### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

#### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$75.80                 | .04110% F     | 15.00%            | \$ .90         |
| CASH      | \$401.73                | .04110% F     | 15.00%            | \$4.79         |

ANNUAL PERCENTAGE RATE applied this period

15.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT. ▼

**Capital One®**

0000000 7 4791241730562779 09 0472070014000014000

New Balance \$472.07  
Minimum Amount Due \$14.00  
Payment Due Date April 09, 2004

Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

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



060774



#9007020336391547# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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MUNSON PA 16860

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4791241730562779

Exp. Date

Signature

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Detach and return in your Capital One credit card payment envelope.

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

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

**2. Average Daily Balance (Including New Purchases).**

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

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

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

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

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

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

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

**BILLING RIGHTS SUMMARY**

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

**† Special Rule For Credit Card Purchases**

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

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

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

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.



Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

MAR 10 - APR 09, 2004  
Page 1 of 1

### Account Summary

|                                   |              |
|-----------------------------------|--------------|
| Previous Balance                  | \$472.07     |
| Payments, Credits and Adjustments | \$15.00      |
| Transactions                      | \$3.61       |
| Finance Charges                   | \$6.03       |
| New Balance                       | \$466.71     |
| Minimum Amount Due                | \$14.00      |
| Payment Due Date                  | May 08, 2004 |
| Total Credit Line                 | \$500        |
| Total Available Credit            | \$33.29      |
| Credit Line for Cash              | \$500        |
| Available Credit for Cash         | \$33.29      |

### Payments, Credits and Adjustments

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 07 APR | PAYMENT RECEIVED - THANK YOU | \$15.00 |
|---|--------|------------------------------|---------|

### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 APR | PAYMENT PROTECTION 1-888-527-6904 | \$3.61 |
|---|--------|-----------------------------------|--------|

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$71.35                 | .04110% F     | 15.00%            | \$1.91         |
| CASH      | \$402.18                | .04110% F     | 15.00%            | \$5.12         |

ANNUAL PERCENTAGE RATE applied this period

15.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0466710015000014008

|                    |                                                                                                                              |
|--------------------|------------------------------------------------------------------------------------------------------------------------------|
| New Balance        | \$466.71                                                                                                                     |
| Minimum Amount Due | \$14.00                                                                                                                      |
| Payment Due Date   | May 08, 2004                                                                                                                 |
| Total enclosed     | \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span> |
| Account Number:    | 4791-2417-3056-2779                                                                                                          |

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

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

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



060895



#9010120336391540# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART

Account #: 4791241730562779

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

|                                           | ACCOUNT OWNER                      | ACCOUNT MANAGER          | AUTHORIZED USER          |
|-------------------------------------------|------------------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                 | <input type="checkbox"/>           | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                 | <input type="checkbox"/>           | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                 | <input type="checkbox"/>           | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                 | <input type="checkbox"/>           | <input type="checkbox"/> | <input type="checkbox"/> |
| X Current Account Owner's Signature _____ | Today's Date _____ / _____ / _____ |                          |                          |

## 1. How To Avoid A Finance Charge.

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

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

## 4. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Capital One 01LGLBAK

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

APR 10 - MAY 09, 2004  
Page 1 of 1

### Account Summary

|                                   |               |
|-----------------------------------|---------------|
| Previous Balance                  | \$466.71      |
| Payments, Credits and Adjustments | \$14.00       |
| Transactions                      | \$48.83       |
| Finance Charges                   | \$10.86       |
| New Balance                       | \$512.40      |
| Minimum Amount Due                | \$15.00       |
| Payment Due Date                  | June 09, 2004 |
| Total Credit Line                 | \$700         |
| Total Available Credit            | \$187.60      |
| Credit Line for Cash              | \$700         |
| Available Credit for Cash         | \$187.60      |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Payments, Credits and Adjustments

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 01 MAY | PAYMENT RECEIVED - THANK YOU | \$14.00 |
|---|--------|------------------------------|---------|

### Transactions

|   |        |                                      |         |
|---|--------|--------------------------------------|---------|
| 2 | 29 APR | EAT N PARK 00100529 STATE COLLEGE PA | \$18.95 |
| 3 | 05 MAY | DENNY'S #6007 STATE COLLEG PA        | 3.91    |
| 4 | 06 MAY | CASH ADV. &T MOUNTAINV KYLERTOWN PA  | 22.00   |
| 5 | 09 MAY | PAYMENT PROTECTION 1-888-527-6904    | 3.97    |
| 6 | 09 MAY | CASH ADVANCE FEE -- FINANCE CHARGE   | 5.00    |

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$71.65                 | .04107% F     | 14.99%            | \$4.88         |
| CASH      | \$404.19                | .04107% F     | 14.99%            | \$4.98         |

ANNUAL PERCENTAGE RATE applied this period

27.39%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0512400014000015000

New Balance \$512.40  
Minimum Amount Due \$15.00  
Payment Due Date June 09, 2004

Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

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

#9013020336391549# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

JARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X _____<br>Current Account Owner's Signature | / /<br>Today's Date      |                          |                          |

## 1. How To Avoid A Finance Charge.

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

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

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

## 4. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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60976P

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

MAY 10 - JUN 09, 2004

Page 1 of 1

### Account Summary

|                                   |               |
|-----------------------------------|---------------|
| Previous Balance                  | \$512.40      |
| Payments, Credits and Adjustments | \$15.00       |
| Transactions                      | \$52.70       |
| Finance Charges                   | \$6.76        |
| New Balance                       | \$556.86      |
| Minimum Amount Due                | \$16.00       |
| Payment Due Date                  | July 09, 2004 |
| Total Credit Line                 | \$700         |
| Total Available Credit            | \$143.14      |
| Credit Line for Cash              | \$700         |
| Available Credit for Cash         | \$143.14      |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Payments, Credits and Adjustments

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 03 JUN | PAYMENT RECEIVED - THANK YOU | \$15.00 |
|---|--------|------------------------------|---------|

### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 13 MAY | COUNTRY CONVENIENCE 8143423620 PA | \$6.55 |
| 3 | 14 MAY | COUNTRY CONVENIENCE 8143423620 PA | 12.84  |
| 4 | 09 JUN | CAPITAL ONE MEMBER FEE            | 29.00  |
| 5 | 09 JUN | PAYMENT PROTECTION 1-888-527-6904 | 4.31   |

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$102.01                | .04110% F     | 15.00%            | \$1.30         |
| CASH      | \$428.29                | .04110% F     | 15.00%            | \$5.46         |

ANNUAL PERCENTAGE RATE applied this period

15.00%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0556860015000016000

New Balance \$556.86  
Minimum Amount Due \$16.00  
Payment Due Date July 09, 2004

Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

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



060332

#9016220336391542# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                        | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|----------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X<br>Current Account Owner's Signature | / /<br>Today's Date      |                          |                          |

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

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

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

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

2. Average Daily Balance (Including New Purchases).

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

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

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

3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

† Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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60332P

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.



Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

JUN 10 - JUL 09, 2004  
Page 1 of 1

### Account Summary

|                                   |                 |
|-----------------------------------|-----------------|
| Previous Balance                  | \$556.86        |
| Payments, Credits and Adjustments | \$46.00         |
| Transactions                      | \$155.09        |
| Finance Charges                   | \$18.05         |
| New Balance                       | \$684.00        |
| Minimum Amount Due                | \$20.00         |
| Payment Due Date                  | August 09, 2004 |
| Total Credit Line                 | \$700           |
| Total Available Credit            | \$16.00         |
| Credit Line for Cash              | \$700           |
| Available Credit for Cash         | \$16.00         |

### Payments, Credits and Adjustments

|   |        |                              |          |
|---|--------|------------------------------|----------|
| 1 | 21 JUN | PAYMENT RECEIVED - THANK YOU | \$30.00- |
| 2 | 02 JUL | PAYMENT RECEIVED - THANK YOU | 16.00-   |

### Transactions

|   |        |                                        |         |
|---|--------|----------------------------------------|---------|
| 3 | 14 JUN | CASH ADV. /RT 879 CLEARFIELD PA        | \$21.50 |
| 4 | 16 JUN | WESTRN UNION*CALL CASH 800-525-3403 MO | 114.99  |
| 5 | 03 JUL | KWIK FILL # 387 KYLERTOWN PA           | 13.30   |
| 6 | 09 JUL | PAYMENT PROTECTION 1-888-527-6904      | 5.30    |
| 7 | 09 JUL | CASH ADVANCE FEE -- FINANCE CHARGE     | 10.00   |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Finance Charges

Please see reverse side for important information

|           | Balance rate<br>applied to | Periodic<br>rate | Corresponding<br>APR | FINANCE<br>CHARGE |
|-----------|----------------------------|------------------|----------------------|-------------------|
| PURCHASES | \$117.51                   | .04123% F        | 15.05%               | \$1.45            |
| CASH      | \$533.61                   | .04123% F        | 15.05%               | \$6.60            |

ANNUAL PERCENTAGE RATE applied this period

33.27%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0684000016000020001

New Balance **\$684.00**  
Minimum Amount Due **\$20.00**  
Payment Due Date **August 09, 2004**

Total enclosed \$   
Account Number: **4791-2417-3056-2779**

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

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

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

#9019220336391549# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                        | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|----------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X<br>Current Account Owner's Signature |                          |                          | Today's Date             |

## 1. How To Avoid A Finance Charge.

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

## 2. Average Daily Balance (Including New Purchases).

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

## BILLING RIGHTS SUMMARY

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

## 1. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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60178P

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

JUL 10 - AUG 09, 2004  
Page 1 of 1

### Account Summary

|                                   |                    |
|-----------------------------------|--------------------|
| Previous Balance                  | \$684.00           |
| Payments, Credits and Adjustments | \$20.00            |
| Transactions                      | \$27.42            |
| Finance Charges                   | \$9.02             |
| New Balance                       | \$700.44           |
| Minimum Amount Due                | \$21.00            |
| Payment Due Date                  | September 09, 2004 |
| Total Credit Line                 | \$700              |
| Total Available Credit            | \$0.00             |
| Credit Line for Cash              | \$700              |
| Available Credit for Cash         | \$0.00             |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Payments, Credits and Adjustments

1 07 AUG Cap 1 ElectronicPhonePmt AuthDate 07-AUG \$20.00-

### Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 2 | 19 JUL | KWIK FILL # 387 KYLERTOWN PA      | \$12.00 |
| 3 | 07 AUG | PAY-BY-PHONE FEE                  | 10.00   |
| 4 | 09 AUG | PAYMENT PROTECTION 1-888-527-6904 | 5.42    |

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$124.16                | .04181% F     | 15.26%            | \$1.61         |
| CASH      | \$571.72                | .04181% F     | 15.26%            | \$7.41         |

ANNUAL PERCENTAGE RATE applied this period

15.26%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0700440020000021002

New Balance \$700.44  
Minimum Amount Due \$21.00  
Payment Due Date September 09, 2004  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

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

#9022320336391542# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                           | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|---------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

X \_\_\_\_\_ / /  
Current Account Owner's Signature Today's Date

## 1. How To Avoid A Finance Charge.

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

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

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

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

## † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

AUG 10 - SEP 09, 2004  
Page 1 of 1

### Account Summary

|                                   |                  |
|-----------------------------------|------------------|
| Previous Balance                  | \$700.44         |
| Payments, Credits and Adjustments | \$21.00          |
| Transactions                      | \$5.37           |
| Finance Charges                   | \$9.19           |
| New Balance                       | \$694.00         |
| Minimum Amount Due                | \$20.00          |
| Payment Due Date                  | October 09, 2004 |
| Total Credit Line                 | \$700            |
| Total Available Credit            | \$6.00           |
| Credit Line for Cash              | \$700            |
| Available Credit for Cash         | \$6.00           |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Important Account Information

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

### Payments, Credits and Adjustments

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 04 SEP | PAYMENT RECEIVED - THANK YOU | \$21.00 |
|---|--------|------------------------------|---------|

### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 SEP | PAYMENT PROTECTION 1-888-527-6904 | \$5.37 |
|---|--------|-----------------------------------|--------|

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$139.53                | .04230% F     | 15.44%            | \$1.83         |
| CASH      | \$561.29                | .04230% F     | 15.44%            | \$7.36         |

ANNUAL PERCENTAGE RATE applied this period

15.44%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0694000021000020002

New Balance \$694.00  
Minimum Amount Due \$20.00  
Payment Due Date October 09, 2004

Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

#9025420336391547# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                        | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|----------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X<br>Current Account Owner's Signature | Today's Date _____       |                          |                          |

## 1. How To Avoid A Finance Charge.

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

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

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

d. **Temporary Reduction in Finance Charge.** We reserve the right to assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

## 1. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

SEP 10 - OCT 09, 2004  
Page 1 of 1

### Account Summary

|                                   |                   |
|-----------------------------------|-------------------|
| Previous Balance                  | \$694.00          |
| Payments, Credits and Adjustments | \$20.00           |
| Transactions                      | \$5.32            |
| Finance Charges                   | \$8.89            |
| New Balance                       | \$688.21          |
| Minimum Amount Due                | \$20.00           |
| Payment Due Date                  | November 09, 2004 |
| Total Credit Line                 | \$700             |
| Total Available Credit            | \$11.79           |
| Credit Line for Cash              | \$700             |
| Available Credit for Cash         | \$11.79           |

### Payments, Credits and Adjustments

1 04 OCT PAYMENT RECEIVED - THANK YOU \$20.00-

### Transactions

2 09 OCT PAYMENT PROTECTION 1-888-527-6904 \$5.32

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Important Account Information

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

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$132.80                | .04271% F     | 15.59%            | \$1.70         |
| CASH      | \$561.51                | .04271% F     | 15.59%            | \$7.19         |

ANNUAL PERCENTAGE RATE applied this period

15.59%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0688210020000020006

New Balance \$688.21  
Minimum Amount Due \$20.00  
Payment Due Date November 09, 2004

Total enclosed \$

Account Number: 4791-2417-3056-2779

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

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

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

#9028420336391544# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X<br>Current Account Owner's Signature _____ | / /<br>Today's Date      |                          |                          |

## 1. How To Avoid A Finance Charge.

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

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

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

## † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.



Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

OCT 10 - NOV 09, 2004  
Page 1 of 1

### Account Summary

|                                       |                   |
|---------------------------------------|-------------------|
| Previous Balance                      | \$688.21          |
| Payments, Credits and Adjustments     | \$20.00           |
| Transactions, including Monthly Bills | \$15.36           |
| Finance Charges                       | \$9.30            |
| New Balance                           | \$692.87          |
| Minimum Amount Due                    | \$20.00           |
| Payment Due Date                      | December 09, 2004 |
| Total Credit Line                     | \$700             |
| Total Available Credit                | \$7.13            |
| Credit Line for Cash                  | \$700             |
| Available Credit for Cash             | \$7.13            |

### Payments, Credits and Adjustments

|   |        |                              |          |
|---|--------|------------------------------|----------|
| 1 | 08 NOV | PAYMENT RECEIVED - THANK YOU | \$20.00- |
|---|--------|------------------------------|----------|

### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 NOV | PAYMENT PROTECTION 1-888-527-6904 | \$5.36 |
|---|--------|-----------------------------------|--------|

### Monthly Bills and Related Expenses

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 3 | 20 OCT | IDT*PRIVATE LABEL 800-393-9682 NJ | \$5.00 |
| 4 | 03 NOV | IDT*PRIVATE LABEL 800-393-9682 NJ | 5.00   |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

### Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$133.35                | .04312% F     | 15.74%            | \$1.78         |
| CASH      | \$562.56                | .04312% F     | 15.74%            | \$7.52         |

ANNUAL PERCENTAGE RATE applied this period

15.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0692870020000020001

New Balance **\$692.87**  
Minimum Amount Due **\$20.00**  
Payment Due Date **December 09, 2004**  
Total enclosed \$   
Account Number: **4791-2417-3056-2779**

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

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

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



060072



#9031520336391546# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                           | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|-------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X Current Account Owner's Signature _____ | Today's Date _____       |                          |                          |

## 1. How To Avoid A Finance Charge.

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

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

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

## 1. † Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

Can make purchases on the account.



**Capital One**  
Small Business Services

NOV 10 - DEC 09, 2004  
Page 1 of 1

|                                       |                  |
|---------------------------------------|------------------|
| Previous Balance                      | \$692.87         |
| Payments, Credits and Adjustments     | \$20.00          |
| Transactions, including Monthly Bills | \$120.36         |
| Finance Charges                       | \$9.20           |
| New Balance                           | \$692.43         |
| Minimum Amount Due                    | \$20.00          |
| Payment Due Date                      | January 08, 2005 |
| Total Credit Line                     | \$700            |
| Total Available Credit                | \$7.57           |
| Credit Line for Cash                  | \$700            |
| Available Credit for Cash             | \$7.57           |

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 08 DEC | PAYMENT RECEIVED - THANK YOU | \$20.00 |
|---|--------|------------------------------|---------|

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 DEC | PAYMENT PROTECTION 1-888-527-6904 | \$5.36 |
|---|--------|-----------------------------------|--------|

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 3 | 10 NOV | IDT*PRIVATE LABEL 800-393-9682 NJ | \$5.00 |
|---|--------|-----------------------------------|--------|

**Important Reminder:** Your Year-End Summary should arrive no later than February 28. If you have not received a Summary by that date, please call the customer service number on the back of your card so that a replacement copy may be sent to you directly.

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

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

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

*Please see reverse side for important information*

|           | Balance rate<br>applied to | Periodic<br>rate | Corresponding<br>APR | FINANCE<br>CHARGE |
|-----------|----------------------------|------------------|----------------------|-------------------|
| PURCHASES | \$139.37                   | .04373% F        | 15.96%               | \$1.83            |
| CASH      | \$561.60                   | .04373% F        | 15.96%               | \$7.37            |

ANNUAL PERCENTAGE RATE applied this period

15.96%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT



00000000 7 4791241730562779 09 0692430020000020004

|                    |                         |
|--------------------|-------------------------|
| New Balance        | \$692.43                |
| Minimum Amount Due | \$20.00                 |
| Payment Due Date   | January 08, 2005        |
| Total enclosed     | \$ <input type="text"/> |
| Account Number:    | 4791-2417-3056-2779     |

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

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

#9034520336391543# MAIL ID NUMBER

BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

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

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

BENJAMIN A SAGGESE ARTI

## ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Account #: 4791241730562779

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                        | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|----------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X<br>Current Account Owner's Signature | / /<br>Today's Date      |                          |                          |

## 1. How To Avoid A Finance Charge.

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

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

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

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

## 2. Average Daily Balance (Including New Purchases).

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

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

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

## 3. Annual Percentage Rates (APR).

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

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

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

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

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

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

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

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

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

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

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

## 1. Special Rule For Credit Card Purchases

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

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

DEC 10, 2004 - JAN 09, 2005

Page 1 of 1

### Account Summary

|                                   |                   |
|-----------------------------------|-------------------|
| Previous Balance                  | \$692.43          |
| Payments, Credits and Adjustments | \$20.00           |
| Transactions                      | \$5.31            |
| Finance Charges                   | \$9.58            |
| New Balance                       | \$687.32          |
| Minimum Amount Due                | \$20.00           |
| Payment Due Date                  | February 09, 2005 |
| Total Credit Line                 | \$700             |
| Total Available Credit            | \$12.68           |
| Credit Line for Cash              | \$700             |
| Available Credit for Cash         | \$12.68           |

### Payments, Credits and Adjustments

|   |        |                              |         |
|---|--------|------------------------------|---------|
| 1 | 06 JAN | PAYMENT RECEIVED - THANK YOU | \$20.00 |
|---|--------|------------------------------|---------|

### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 JAN | PAYMENT PROTECTION 1-888-527-6904 | \$5.31 |
|---|--------|-----------------------------------|--------|

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

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

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

### Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$133.13                | .04447% F     | 16.23%            | \$1.84         |
| CASH      | \$561.35                | .04447% F     | 16.23%            | \$7.74         |

ANNUAL PERCENTAGE RATE applied this period

16.23%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0687320020000020004

New Balance \$687.32  
Minimum Amount Due \$20.00  
Payment Due Date February 09, 2005  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

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

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

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

#9000920336391545# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                           | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|-------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X Current Account Owner's Signature _____ |                          |                          | Today's Date _____       |



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5956BP  
2-45

## 1. How To Avoid A Finance Charge.

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

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

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

## 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for those amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## †, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.



Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

JAN 10 - FEB 09, 2005  
Page 1 of 1

### Account Summary

|                                   |                |
|-----------------------------------|----------------|
| Previous Balance                  | \$687.32       |
| Payments, Credits and Adjustments | \$0.00         |
| Transactions                      | \$44.51        |
| Finance Charges                   | \$9.69         |
| New Balance                       | \$741.52       |
| Minimum Amount Due                | \$42.00        |
| Payment Due Date                  | March 09, 2005 |
| Total Credit Line                 | \$700          |
| Total Available Credit            | \$0.00         |
| Credit Line for Cash              | \$700          |
| Available Credit for Cash         | \$0.00         |

### Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

### Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 1 | 17 JAN | KWIK FILL # 387 KYLERTOWN PA      | \$10.00 |
| 2 | 09 FEB | PAST DUE FEE                      | 29.00   |
| 3 | 09 FEB | PAYMENT PROTECTION 1-888-527-6904 | 5.51    |

You were assessed a past due fee of \$29.00 on 02/09/2005 because your minimum payment was not received by the due date of 02/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:                      Send inquiries to:  
Attn: Remittance Processing              Capital One Services  
Capital One Services                      P.O. Box 85015  
P.O. Box 85184                                  Richmond, VA 23285-5015  
Richmond, VA 23285-5184

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$136.91                | .04466% F     | 16.30%            | \$1.90         |
| CASH      | \$562.81                | .04466% F     | 16.30%            | \$7.79         |

ANNUAL PERCENTAGE RATE applied this period

16.30%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0741520020000042007

New Balance \$741.52  
Minimum Amount Due \$42.00  
Payment Due Date March 09, 2005  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One, F.S.B.  
P.O. Box 85184  
Richmond, VA 23285-5184



60857



#9004120336391548# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                           | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|---------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

X \_\_\_\_\_ / /  
Current Account Owner's Signature Today's Date

## 1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account. To get the daily balance for each segment of your account, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

## 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized; finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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09R21 O 1400  
60857P  
2-4

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

# Save time ... Give employees access to your account!

**BENJAMIN A SAGGESE**  
**ARTIST GUARDIAN ANGEL**  
 Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
 4791-2417-3056-2779

FEB 10 - MAR 09, 2005  
 Page 1 of 2

### Account Summary

|                                   |                |
|-----------------------------------|----------------|
| Previous Balance                  | \$741.52       |
| Payments, Credits and Adjustments | \$103.00       |
| Transactions                      | \$34.27        |
| Finance Charges                   | \$8.83         |
| New Balance                       | \$681.62       |
| Minimum Amount Due                | \$20.00        |
| Payment Due Date                  | April 09, 2005 |
| Total Credit Line                 | \$700          |
| Total Available Credit            | \$18.38        |
| Credit Line for Cash              | \$700          |
| Available Credit for Cash         | \$18.38        |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:      Send inquiries to:  
 Attn: Remittance Processing      Capital One Services  
 Capital One, F.S.B.      P.O. Box 85015  
 P.O. Box 790217      P.O. Box 85015  
 St. Louis, MO 63179-0217      Richmond, VA 23285-5015

### Payments, Credits and Adjustments

|   |        |                              |          |
|---|--------|------------------------------|----------|
| 1 | 11 FEB | PAYMENT RECEIVED - THANK YOU | \$20.00- |
| 2 | 12 FEB | PAST DUE FEE CREDIT          | 29.00-   |
| 3 | 12 FEB | OVERLIMIT FEE CREDIT         | 29.00-   |
| 4 | 05 MAR | PAYMENT RECEIVED - THANK YOU | 25.00-   |

### Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 5 | 10 FEB | OVERLIMIT FEE                     | \$29.00 |
| 6 | 09 MAR | PAYMENT PROTECTION 1-888-527-6904 | 5.27    |

Your account has recently been past due, overlimit, or has had a returned payment. While we reserve the right to increase your Annual Percentage Rate and Annual Membership Fee if you fail to maintain the terms of your account, we have chosen not to do so at this time as we value you as our customer and appreciate your business. Please keep your account in good standing in the future to enable us to provide you with the best possible rates and level of service.

We will be changing how we allocate payments and credits to your account no sooner than your June 2005 billing period. As stated in your Customer Agreement, this may include allocation to balances with lower annual percentage rates (A.P.R.s) before balances with higher A.P.R.s. Please call the number on the back of your credit card if you have questions about the specific changes to your account.

### Important Account Information

Please review the important information enclosed with your statement and keep a copy for your records.

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$136.66                | .04521% F     | 16.50%            | \$1.73         |
| CASH      | \$560.54                | .04521% F     | 16.50%            | \$7.10         |

ANNUAL PERCENTAGE RATE applied this period 16.50%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0681620025000020008

New Balance \$681.62  
 Minimum Amount Due \$20.00  
 Payment Due Date April 09, 2005  
 Total enclosed \$   
 Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #  
 City State ZIP  
 Home Phone Alternate Phone  
 Email Address @

Capital One, F.S.B.  
 P.O. Box 790217  
 St. Louis, MO 63179-0217

#9006920336391549# MAIL ID NUMBER  
 BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
 BENJAMIN A SAGGESE  
 P O BOX E  
 MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X _____<br>Current Account Owner's Signature | / /<br>Today's Date      |                          |                          |

## 1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges. If you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

## 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have acted in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).

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09R21 O 1400  
60220P  
2-6

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

**Important Reminder:****Capital One**  
what's in your wallet?™*your account balance exceeded your credit limit.*

You have been charged an  
overlimit fee of \$29.00  
on 02/10/2005.

To avoid additional fees, please pay the "minimum amount due" as shown on your statement.

→ If you have online access, log on to your account and pay now at **www.capitalone.com**. Or, you may mail your payment with the remittance coupon at the bottom of this statement.

501-0104

Page 2 of 2

*We have made it easy  
to make a payment  
today:*

**✦ Mail**

*Send in the remittance  
coupon with your payment*

**✦ Online**

*If you have online access,  
log on to your account at  
**www.capitalone.com***

Dear BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL,

Your Capital One® account balance exceeded your credit limit. As a result, your account has been charged an overlimit fee of \$29.00 on 02/10/2005. Capital One recognizes that emergencies and unexpected circumstances may cause you to exceed your credit limit; however, it is very important to bring your account back under your established credit limit as soon as possible.

Please pay the "minimum amount due" as shown on your statement to avoid additional fees. If you have online access, you can make a payment by logging on to your account at **www.capitalone.com**. Or, you may mail your payment with the remittance coupon at the bottom of your statement. If you have any questions regarding your account, please call us at 1-800-955-7070.

If you have already made a payment, please accept our thanks and disregard this letter. We look forward to our continued financial relationship. Thank you for choosing Capital One.

Sincerely,

Capital One Services, Inc.

60220P

**Stay financially fit.**

**Please make your  
payment today!**

To avoid additional overlimit fees, it's important to keep your Capital One credit card account within your established credit limit. Please pay at least the "minimum amount due" as shown on your credit card statement right away.

09R21 O  
60220P



# Save time... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

MAR 10 - APR 09, 2005  
Page 1 of 1

### Account Summary

|                                       |              |
|---------------------------------------|--------------|
| Previous Balance                      | \$681.62     |
| Payments, Credits and Adjustments     | \$20.00      |
| Transactions, including Monthly Bills | \$15.31      |
| Finance Charges                       | \$9.73       |
| New Balance                           | \$686.66     |
| Minimum Amount Due                    | \$20.00      |
| Payment Due Date                      | May 09, 2005 |
| Total Credit Line                     | \$700        |
| Total Available Credit                | \$13.34      |
| Credit Line for Cash                  | \$700        |
| Available Credit for Cash             | \$13.34      |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:  
Attn: Remittance Processing  
Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

### Payments, Credits and Adjustments

1 09 APR PAYMENT RECEIVED - THANK YOU \$20.00

### Transactions

2 09 APR PAYMENT PROTECTION 1-888-527-6904 \$5.31

### Monthly Bills and Related Expenses

3 03 APR IDT\*PRIVATE LABEL 800-393-9682 NJ \$10.00

\*\*\*Capital One proudly supports the National Youth Anti-Drug Media Campaign. PARENTS. THE ANTI-DRUG. Stay Involved - Ask Questions. To get the FREE booklet, "Keeping Your Kids Drug-Free," call 1-800-788-2800 or visit [www.TheAntiDrug.com](http://www.TheAntiDrug.com)\*\*\*

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$125.04                | .04562% F     | 16.65%            | \$1.77         |
| CASH      | \$562.87                | .04562% F     | 16.65%            | \$7.96         |

ANNUAL PERCENTAGE RATE applied this period

16.65%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0686660020000020004

New Balance \$686.66  
Minimum Amount Due \$20.00  
Payment Due Date May 09, 2005

Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

#9010020336391542# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                        | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|----------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X<br>Current Account Owner's Signature | Today's Date _____       |                          |                          |

## 1. How To Avoid A Finance Charge.

**a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

**b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

**c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

**d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

**a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**

**b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

**periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.**

## 3. Annual Percentage Rates (APR).

**a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**  
**b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**  
**c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**

**4. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

**5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

**6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

**7. Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

**8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## †, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

APR 10 - MAY 09, 2005  
Page 1 of 1

### Account Summary

|                                   |               |
|-----------------------------------|---------------|
| Previous Balance                  | \$686.66      |
| Payments, Credits and Adjustments | \$20.00       |
| Transactions                      | \$5.27        |
| Finance Charges                   | \$9.52        |
| New Balance                       | \$681.45      |
| Minimum Amount Due                | \$20.00       |
| Payment Due Date                  | June 09, 2005 |
| Total Credit Line                 | \$700         |
| Total Available Credit            | \$18.55       |
| Credit Line for Cash              | \$700         |
| Available Credit for Cash         | \$18.55       |

### Payments, Credits and Adjustments

|                     |        |                                   |         |
|---------------------|--------|-----------------------------------|---------|
| 1                   | 09 MAY | PAYMENT RECEIVED - THANK YOU      | \$20.00 |
| <b>Transactions</b> |        |                                   |         |
| 2                   | 09 MAY | PAYMENT PROTECTION 1-888-527-6904 | \$5.27  |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:  
Attn: Remittance Processing  
Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

Send inquiries to:  
Capital One Services  
P.O. Box 85015  
Richmond, VA 23285-5015

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$128.80                | .04595% F     | 16.77%            | \$1.78         |
| CASH      | \$561.78                | .04595% F     | 16.77%            | \$7.74         |

ANNUAL PERCENTAGE RATE applied this period

16.77%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0681450020000020005

New Balance \$681.45  
Minimum Amount Due \$20.00  
Payment Due Date June 09, 2005  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

#9013020336391549# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                           | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|-------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X Current Account Owner's Signature _____ | / /<br>Today's Date      |                          |                          |

## 1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

## 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## †, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.



BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X _____<br>Current Account Owner's Signature | _____<br>Today's Date    |                          |                          |

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4. **Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

JUN 10 - JUL 09, 2005  
Page 1 of 1

### Account Summary

|                                   |          |
|-----------------------------------|----------|
| Previous Balance                  | \$765.17 |
| Payments, Credits and Adjustments | \$71.00  |
| Transactions                      | \$5.48   |
| Finance Charges                   | \$10.20  |

|                    |                 |
|--------------------|-----------------|
| New Balance        | \$709.85        |
| Minimum Amount Due | \$21.00         |
| Payment Due Date   | August 09, 2005 |

|                           |        |
|---------------------------|--------|
| Total Credit Line         | \$700  |
| Total Available Credit    | \$0.00 |
| Credit Line for Cash      | \$700  |
| Available Credit for Cash | \$0.00 |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:  
Attn: Remittance Processing  
Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

### Payments, Credits and Adjustments

|   |        |                                          |          |
|---|--------|------------------------------------------|----------|
| 1 | 10 JUN | PAYMENT RECEIVED - THANK YOU             | \$20.00- |
| 2 | 20 JUN | PAST DUE FEE CREDIT                      | 29.00-   |
| 3 | 06 JUL | Cap 1 ElectronicPhonePmt AuthDate 06-JUL | 22.00-   |

### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 4 | 09 JUL | PAYMENT PROTECTION 1-888-527-6904 | \$5.48 |
|---|--------|-----------------------------------|--------|

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$166.94                | .04671% F     | 17.05%            | \$2.34         |
| CASH      | \$560.93                | .04671% F     | 17.05%            | \$7.86         |

ANNUAL PERCENTAGE RATE applied this period

17.05%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0709850022000021001

|                    |                 |
|--------------------|-----------------|
| New Balance        | \$709.85        |
| Minimum Amount Due | \$21.00         |
| Payment Due Date   | August 09, 2005 |

Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

|               |                 |
|---------------|-----------------|
| Street        | Apt. #          |
| City          | State ZIP       |
| Home Phone    | Alternate Phone |
| Email Address | @               |

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217  
|||

060812

#9019120336391541# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X<br>Current Account Owner's Signature _____ | / /<br>Today's Date      |                          |                          |

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4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you canceled your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account; or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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05R21 01400  
60812P  
2-6

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.



Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

JUL 10 - AUG 09, 2005

Page 1 of 1

### Account Summary

|                                   |                    |
|-----------------------------------|--------------------|
| Previous Balance                  | \$709.85           |
| Payments, Credits and Adjustments | \$25.00            |
| Transactions                      | \$5.41             |
| Finance Charges                   | \$10.46            |
| New Balance                       | \$700.72           |
| Minimum Amount Due                | \$21.00            |
| Payment Due Date                  | September 09, 2005 |
| Total Credit Line                 | \$700              |
| Total Available Credit            | \$0.00             |
| Credit Line for Cash              | \$700              |
| Available Credit for Cash         | \$0.00             |

### Payments, Credits and Adjustments

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 1 | 09 AUG | CAPITAL ONE ONLINE ACH PAYMENT    | \$25.00 |
| 2 | 09 AUG | PAYMENT PROTECTION 1-888-527-6904 | \$5.41  |

### Transactions

Your account has recently been past due, overlimit, or has had a returned payment. While we reserve the right to increase your Annual Percentage Rate and Annual Membership Fee if you fail to maintain the terms of your account, we have chosen not to do so at this time as we value you as our customer and appreciate your business. Please keep your account in good standing in the future to enable us to provide you with the best possible rates and level of service.

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:                      Send inquiries to:  
Attn: Remittance Processing              Capital One  
Capital One, F.S.B.                      P.O. Box 30285  
P.O. Box 790217                      St. Louis, MO 63179-0217  
St. Louis, MO 63179-0217                      SLC, UT 84130-0285

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$151.36                | .04723% F     | 17.24%            | \$2.22         |
| CASH      | \$562.72                | .04723% F     | 17.24%            | \$8.24         |

ANNUAL PERCENTAGE RATE applied this period

17.24%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0700720025000021002

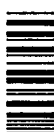
New Balance \$700.72  
Minimum Amount Due \$21.00  
Payment Due Date September 09, 2005  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217  
|||

060195



#9022220336391544# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ARTI  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

JARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                           | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|-------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ SS.# _____                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ SS.# _____                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ SS.# _____                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ SS.# _____                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X Current Account Owner's Signature _____ | / / Today's Date         |                          |                          |

## 1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at the total periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

## 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY**  
(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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60195P  
24-7

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

# Save time ... Give employees access to your account!

**BENJAMIN A SAGGESE**  
**ARTIST GUARDIAN ANGEL**  
 Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.



Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
 4791-2417-3056-2779

AUG 10 - SEP 09, 2005  
 Page 1 of 2

### Account Summary

|                                   |                  |
|-----------------------------------|------------------|
| Previous Balance                  | \$700.72         |
| Payments, Credits and Adjustments | \$0.00           |
| Transactions                      | \$63.76          |
| Finance Charges                   | \$10.48          |
| <b>New Balance</b>                | <b>\$774.96</b>  |
| Minimum Amount Due                | \$74.96          |
| Payment Due Date                  | October 08, 2005 |
| <b>Total Credit Line</b>          | <b>\$700</b>     |
| <b>Total Available Credit</b>     | <b>\$0.00</b>    |
| <b>Credit Line for Cash</b>       | <b>\$700</b>     |
| <b>Available Credit for Cash</b>  | <b>\$0.00</b>    |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:      Send inquiries to:  
 Attn: Remittance Processing      Capital One  
 Capital One, F.S.B.      P.O. Box 30285  
 P.O. Box 790217      SLC, UT 84130-0285  
 St. Louis, MO 63179-0217

### Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to [capitalone.com](http://capitalone.com) where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

### Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

### Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 1 | 09 SEP | OVERLIMIT FEE                     | \$29.00 |
| 2 | 09 SEP | PAST DUE FEE                      | 29.00   |
| 3 | 09 SEP | PAYMENT PROTECTION 1-888-527-6904 | 5.76    |

You were assessed a past due fee of \$29.00 on 09/09/2005 because your minimum payment was not received by the due date of 09/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$146.20                | .04784% F     | 17.46%            | \$2.17         |
| CASH      | \$560.50                | .04784% F     | 17.46%            | \$8.31         |

ANNUAL PERCENTAGE RATE applied this period

17.46%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0774960025000074966

New Balance \$774.96  
 Minimum Amount Due \$74.96  
 Payment Due Date October 08, 2005  
 Total enclosed \$   
 Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
 City State ZIP  
 Home Phone Alternate Phone  
 Email Address @

Capital One, F.S.B.  
 P.O. Box 790217  
 St. Louis, MO 63179-0217

060479

#9025320336391549# MAIL ID NUMBER  
 BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
 BENJAMIN A SAGGESE  
 P O BOX E  
 MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ SS# _____                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X _____<br>Current Account Owner's Signature | / /<br>Today's Date      |                          |                          |

## 1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

## 3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).  
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003  
Capital One 01LGLBAG

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

**Important Reminder:****Capital One**  
what's in your wallet?™*your account balance exceeded your credit limit.*

You have been charged an  
overlimit fee of \$29.00  
on 09/09/2005.

To avoid additional fees, please pay the "minimum amount due" as shown on your statement.

→ If you have online access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com). Or, you may mail your payment with the remittance coupon at the bottom of this statement.

501-0104

Page 2 of 2

Dear BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL,

*We have made it easy  
to make a payment  
today:*

❖ **Mail**

*Send in the remittance  
coupon with your payment*

❖ **Online**

*If you have online access,  
log on to your account at  
[www.capitalone.com](http://www.capitalone.com)*

Your Capital One® account balance exceeded your credit limit. As a result, your account has been charged an overlimit fee of \$29.00 on 09/09/2005. Capital One recognizes that emergencies and unexpected circumstances may cause you to exceed your credit limit; however, it is very important to bring your account back under your established credit limit as soon as possible.

Please pay the "minimum amount due" as shown on your statement to avoid additional fees. If you have online access, you can make a payment by logging on to your account at [www.capitalone.com](http://www.capitalone.com). Or, you may mail your payment with the remittance coupon at the bottom of your statement. If you have any questions regarding your account, please call us at 1-800-955-7070.

If you have already made a payment, please accept our thanks and disregard this letter. We look forward to our continued financial relationship. Thank you for choosing Capital One.

Sincerely,

Capital One Services, Inc.

60479P

**Stay financially fit.**

***Please make your  
payment today!***

To avoid additional overlimit fees, it's important to keep your Capital One credit card account within your established credit limit. Please pay at least the "minimum amount due" as shown on your credit card statement right away.



09R21 O  
60479P

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.



Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

SEP 10 - OCT 09, 2005  
Page 1 of 2

### Account Summary

|                                   |          |
|-----------------------------------|----------|
| Previous Balance                  | \$774.96 |
| Payments, Credits and Adjustments | \$30.00  |
| Transactions                      | \$64.11  |
| Finance Charges                   | \$11.29  |

|                           |                   |
|---------------------------|-------------------|
| New Balance               | \$820.36          |
| Minimum Amount Due        | \$120.36          |
| Payment Due Date          | November 09, 2005 |
| Total Credit Line         | \$700             |
| Total Available Credit    | \$0.00            |
| Credit Line for Cash      | \$700             |
| Available Credit for Cash | \$0.00            |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

|                             |                          |
|-----------------------------|--------------------------|
| Send payments to:           | Send inquiries to:       |
| Attn: Remittance Processing | Capital One              |
| Capital One, F.S.B.         | P.O. Box 30285           |
| P.O. Box 790217             | St. Louis, MO 63179-0217 |
| St. Louis, MO 63179-0217    | SLC, UT 84130-0285       |

### Payments, Credits and Adjustments

|   |        |                                |          |
|---|--------|--------------------------------|----------|
| 1 | 12 SEP | CAPITAL ONE ONLINE ACH PAYMENT | \$30.00- |
|---|--------|--------------------------------|----------|

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

### Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 2 | 10 SEP | OVERLIMIT FEE                     | \$29.00 |
| 3 | 09 OCT | PAST DUE FEE                      | 29.00   |
| 4 | 09 OCT | PAYMENT PROTECTION 1-888-527-6904 | 6.11    |

Your account has recently been past due, overlimit, or has had a returned payment. While we reserve the right to increase your Annual Percentage Rate and Annual Membership Fee if you fail to maintain the terms of your account, we have chosen not to do so at this time as we value you as our customer and appreciate your business. Please keep your account in good standing in the future to enable us to provide you with the best possible rates and level of service.

You were assessed a past due fee of \$29.00 on 10/09/2005 because your minimum payment was not received by the due date of 10/08/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

### Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to [capitalone.com](http://capitalone.com) where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$221.22                | .04816% F     | 17.58%            | \$3.20         |
| CASH      | \$560.19                | .04816% F     | 17.58%            | \$8.09         |

ANNUAL PERCENTAGE RATE applied this period

17.58%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0820360030000120363

|                    |                   |
|--------------------|-------------------|
| New Balance        | \$820.36          |
| Minimum Amount Due | \$120.36          |
| Payment Due Date   | November 09, 2005 |

Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

|               |                 |
|---------------|-----------------|
| Street        | Apt. #          |
| City          | State ZIP       |
| Home Phone    | Alternate Phone |
| Email Address | @               |

#9028220336391548# MAIL ID NUMBER

BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217



061101



BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                           | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|-------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X Current Account Owner's Signature _____ | / / Today's Date         |                          |                          |

## 1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any of all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

## 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

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8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY**  
(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## 4.† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

**Important Reminder:****Capital One**  
what's in your wallet?*your account balance exceeded your credit limit.*

You have been charged an  
overlimit fee of \$29.00  
on 09/10/2005.

To avoid additional fees, please pay the "minimum amount due" as shown on your statement.

→ If you have online access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com). Or, you may mail your payment with the remittance coupon at the bottom of this statement.

501-0104

Page 2 of 2

Dear BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL,

*We have made it easy  
to make a payment  
today:*

❖ **Mail**

*Send in the remittance  
coupon with your payment*

❖ **Online**

*If you have online access,  
log on to your account at  
[www.capitalone.com](http://www.capitalone.com)*

Your Capital One® account balance exceeded your credit limit. As a result, your account has been charged an overlimit fee of \$29.00 on 09/10/2005. Capital One recognizes that emergencies and unexpected circumstances may cause you to exceed your credit limit; however, it is very important to bring your account back under your established credit limit as soon as possible.

Please pay the "minimum amount due" as shown on your statement to avoid additional fees. If you have online access, you can make a payment by logging on to your account at [www.capitalone.com](http://www.capitalone.com). Or, you may mail your payment with the remittance coupon at the bottom of your statement. If you have any questions regarding your account, please call us at 1-800-955-7070.

If you have already made a payment, please accept our thanks and disregard this letter. We look forward to our continued financial relationship. Thank you for choosing Capital One.

Sincerely,

Capital One Services, Inc.

61101P

**Stay financially fit.**

***Please make your  
payment today!***

To avoid additional overlimit fees, it's important to keep your Capital One credit card account within your established credit limit. Please pay at least the "minimum amount due" as shown on your credit card statement right away.

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61101P



# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.



Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

OCT 10 - NOV 09, 2005  
Page 1 of 1

### Account Summary

|                                   |                   |
|-----------------------------------|-------------------|
| Previous Balance                  | \$820.36          |
| Payments, Credits and Adjustments | \$40.00           |
| Transactions                      | \$6.16            |
| Finance Charges                   | \$19.36           |
| New Balance                       | \$805.88          |
| Minimum Amount Due                | \$105.88          |
| Payment Due Date                  | December 09, 2005 |
| Total Credit Line                 | \$700             |
| Total Available Credit            | \$0.00            |
| Credit Line for Cash              | \$700             |
| Available Credit for Cash         | \$0.00            |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

|                             |                    |
|-----------------------------|--------------------|
| Send payments to:           | Send inquiries to: |
| Attn: Remittance Processing |                    |
| Capital One, F.S.B.         | Capital One        |
| P.O. Box 790217             | P.O. Box 30285     |
| St. Louis, MO 63179-0217    | SLC, UT 84130-0285 |

### Payments, Credits and Adjustments

|   |        |                                |          |
|---|--------|--------------------------------|----------|
| 1 | 09 NOV | CAPITAL ONE ONLINE ACH PAYMENT | \$40.00- |
|---|--------|--------------------------------|----------|

### Transactions

|   |        |                                   |        |
|---|--------|-----------------------------------|--------|
| 2 | 09 NOV | PAYMENT PROTECTION 1-888-527-6904 | \$6.16 |
|---|--------|-----------------------------------|--------|

Your account has had multiple instances of past due payment(s), overlimit status, or returned payment(s). Based on this we have adjusted your Annual Percentage Rate and added a \$39 Annual Membership Fee as previously disclosed. Please keep your account in good standing in the future to enable us to provide you with the best possible rates and level of service. We value you as our customer and appreciate your business. Thank you for choosing Capital One.

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$258.88                | .07540% F     | 27.52%            | \$6.05         |
| CASH      | \$569.53                | .07540% F     | 27.52%            | \$13.31        |

ANNUAL PERCENTAGE RATE applied this period 27.52%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0805880040000105883

|                    |                   |
|--------------------|-------------------|
| New Balance        | \$805.88          |
| Minimum Amount Due | \$105.88          |
| Payment Due Date   | December 09, 2005 |

Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

|               |                 |
|---------------|-----------------|
| Street        | Apt. #          |
| City          | State ZIP       |
| Home Phone    | Alternate Phone |
| Email Address | @               |

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

#9031420336391549# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                         | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|-------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ SS# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ SS# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ SS# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ SS# _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

X \_\_\_\_\_  
Current Account Owner's Signature

\_\_\_\_\_  
Today's Date

## 1. How To Avoid A Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, now special purchases and now other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

## 3. Annual Percentage Rates (APR).

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repeated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error, or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.



Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

NOV 10 - DEC 09, 2005  
Page 1 of 1

### Account Summary

|                                   |                  |
|-----------------------------------|------------------|
| Previous Balance                  | \$805.88         |
| Payments, Credits and Adjustments | \$0.00           |
| Transactions                      | \$35.37          |
| Finance Charges                   | \$18.56          |
| New Balance                       | \$859.81         |
| Minimum Amount Due                | \$159.81         |
| Payment Due Date                  | January 09, 2006 |
| Total Credit Line                 | \$700            |
| Total Available Credit            | \$0.00           |
| Credit Line for Cash              | \$700            |
| Available Credit for Cash         | \$0.00           |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:                      Send inquiries to:  
Attn: Remittance Processing              Capital One  
Capital One, F.S.B.                      P.O. Box 30285  
P.O. Box 790217                      P.O. Box 30285  
St. Louis, MO 63179-0217              SLC, UT 84130-0285

### Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

### Transactions

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 1 | 09 DEC | PAST DUE FEE                      | \$29.00 |
| 2 | 09 DEC | PAYMENT PROTECTION 1-888-527-6904 | 6.37    |

Your account has recently been past due, overlimit, or has had a returned payment. We request that you keep your account in good standing. We value you as our customer and appreciate your business. Thank you for choosing Capital One.

You were assessed a past due fee of \$29.00 on 12/09/2005 because your minimum payment was not received by the due date of 12/09/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

### Important Account Information

It's Capital One Bowl week time again! Tune in to ESPN and ESPN2 starting on December 20 for the best in post-season college football action to see your favorite teams fight for bowl championships. And on January 2 at 1 pm (ET), be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$252.00                | .07595% F     | 27.72%            | \$5.74         |
| CASH      | \$562.81                | .07595% F     | 27.72%            | \$12.82        |

ANNUAL PERCENTAGE RATE applied this period

27.72%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0859810040000159817

New Balance \$859.81  
Minimum Amount Due \$159.81  
Payment Due Date January 09, 2006  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt. #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

060343

#9034420336391546# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

# ACCESS AUTHORIZATION FORM

BENJAMIN A SAGGESE ARTI

JARDIAN ANGEL

Account #: 4791241730562779

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                              | ACCOUNT OWNER            | ACCOUNT MANAGER          | AUTHORIZED USER          |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X _____<br>Current Account Owner's Signature | / /<br>Today's Date      |                          |                          |



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60343P  
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- How To Avoid A Finance Charge.
  - Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
  - Assessing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
  - Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
  - Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.
- Average Daily Balance (Including New Purchases).
  - Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
  - If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
- Annual Percentage Rates (APR).
  - The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
  - If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
  - If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
- Assessment of Late, Overlimit and Returned Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
- Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
- If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
- Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.
- Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 90 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

## †, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other form.

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

**We can help restore your charging privileges:**

- Use our **free Check by Phone** service by calling 1-800-955-6600.
- Call our friendly associates for **payment options** at the number above.
- If you have online access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com).
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
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ACCOUNT STATUS FOR:  
BENJAMIN A SAGGESE ARTIST

**PAST DUE!**

TEMPORARILY  
SUSPENDED

Capital One® what's in your wallet?



VISA ACCOUNT  
4791-2417-3056-2779

DEC 10, 2005 - JAN 09, 2006

Page 1 of 1

**Account Summary**

|                                   |                   |
|-----------------------------------|-------------------|
| Previous Balance                  | \$859.81          |
| Payments, Credits and Adjustments | \$0.00            |
| Transactions                      | \$35.79           |
| Finance Charges                   | \$20.65           |
| New Balance                       | \$916.25          |
| Minimum Amount Due                | \$216.25          |
| Payment Due Date                  | February 09, 2006 |
| Total Credit Line                 | \$700             |
| Total Available Credit            | \$0.00            |
| Credit Line for Cash              | \$700             |
| Available Credit for Cash         | \$0.00            |

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

|                             |                    |
|-----------------------------|--------------------|
| Send payments to:           | Send inquiries to: |
| Attn: Remittance Processing | Capital One        |
| Capital One, F.S.B.         | P.O. Box 30285     |
| P.O. Box 790217             | SLC, UT 84130-0285 |
| St. Louis, MO 63179-0217    |                    |

**Payments, Credits and Adjustments**

**Transactions**

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 1 | 09 JAN | PAST DUE FEE                      | \$29.00 |
| 2 | 09 JAN | PAYMENT PROTECTION 1-888-527-6904 | 6.79    |

This account's Non-Introductory Rates as of 12/20/05 are: purchase A.P.R. = 17.99%V, cash advance A.P.R. = 17.99%V and special transfer A.P.R. = 17.99%V. If the A.P.R. is followed by "V," then your corresponding A.P.R. is a variable rate.

You were assessed a past due fee of \$29.00 on 01/09/2006 because your minimum payment was not received by the due date of 01/09/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**Finance Charges**

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$293.71                | .07658% F     | 27.95%            | \$6.97         |
| CASH      | \$576.05                | .07658% F     | 27.95%            | \$13.68        |

ANNUAL PERCENTAGE RATE applied this period

27.95%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0916250040000216257

|                    |                     |
|--------------------|---------------------|
| New Balance        | \$916.25            |
| Minimum Amount Due | \$216.25            |
| Payment Due Date   | February 09, 2006   |
| Total enclosed \$  |                     |
| Account Number:    | 4791-2417-3056-2779 |

Please print mailing address and/or e-mail changes below using blue or black ink.

|               |                 |
|---------------|-----------------|
| Street        | Apt. #          |
| City          | State           |
| Home Phone    | Alternate Phone |
| Email Address |                 |

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

#9001020336391543# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860



09R24.O 1400  
56639P  
2-466

**1. How To Avoid A Finance Charge.**

† **a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† **c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† **d. Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

**2. Average Daily Balance (Including New Purchases).**

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

**3. Annual Percentage Rates (APR).**

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY**

(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**†, ‡ Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

**We can help restore your charging privileges:**

- Use our **free Check by Phone** service by calling 1-800-955-6600.
- Call our friendly associates for **payment options** at the number above.
- If you have online access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com).
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
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ACCOUNT STATUS FOR:  
BENJAMIN A SAGGESE ARTIST

**PAST DUE!**

TEMPORARILY  
SUSPENDED

Capital One® what's in your wallet?



VISA ACCOUNT  
4791-2417-3056-2779

JAN 10 - FEB 09, 2006

Page 1 of 1

**Account Summary**

|                                   |                |
|-----------------------------------|----------------|
| Previous Balance                  | \$916.25       |
| Payments, Credits and Adjustments | \$0.00         |
| Transactions                      | \$36.24        |
| Finance Charges                   | \$22.06        |
| New Balance                       | \$974.55       |
| Minimum Amount Due                | \$274.55       |
| Payment Due Date                  | March 09, 2006 |
| Total Credit Line                 | \$700          |
| Total Available Credit            | \$0.00         |
| Credit Line for Cash              | \$700          |
| Available Credit for Cash         | \$0.00         |

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:  
Attn: Remittance Processing  
Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

**Payments, Credits and Adjustments**

**Transactions**

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 1 | 09 FEB | PAST DUE FEE                      | \$29.00 |
| 2 | 09 FEB | PAYMENT PROTECTION 1-888-527-6904 | 7.24    |

\*\*You are a valued Payment Protection customer and may be eligible for benefits to be paid to your account in cases of disability, unemployment, and death. If you have experienced one of these events, please call Consumer Membership Services at 1-888-527-6904 to see if your situation qualifies for a claim. Your account is 60 days past due and your coverage will be suspended if it reaches 90 days past due, as stated in your Payment Protection agreement.

Your account has recently been past due, overlimit, or has had a returned payment. We request that you keep your account in good standing. We value you as our customer and appreciate your business. Thank you for choosing Capital One.

You were assessed a past due fee of \$29.00 on 02/09/2006 because your minimum payment was not received by the due date of 02/09/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**Finance Charges**

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$336.97                | .076799% F    | 28.03%            | \$8.02         |
| CASH      | \$589.90                | .076799% F    | 28.03%            | \$14.04        |

ANNUAL PERCENTAGE RATE applied this period

28.03%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 0974550040000274551

New Balance \$974.55  
Minimum Amount Due \$274.55  
Payment Due Date March 09, 2006

Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

#9004120336391548# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860



09R21 O 1400  
56623P  
2-4

1. How To Avoid A Finance Charge.

† a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

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2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

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4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

†, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

**We can help restore your charging privileges:**

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com).
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
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ACCOUNT STATUS FOR:  
BENJAMIN A SAGGESE ARTIST

**PAST DUE!**

TEMPORARILY  
SUSPENDED

CapitalOne | what's in your wallet?

042-0605



VISA ACCOUNT  
4791-2417-3056-2779

FEB 10 - MAR 09, 2006  
Page 1 of 1

**Account Summary**

|                                   |                |
|-----------------------------------|----------------|
| Previous Balance                  | \$974.55       |
| Payments, Credits and Adjustments | \$0.00         |
| Transactions                      | \$42.70        |
| Finance Charges                   | \$21.30        |
| New Balance                       | \$1,038.55     |
| Minimum Amount Due                | \$338.55       |
| Payment Due Date                  | April 08, 2006 |
| Total Credit Line                 | \$700          |
| Total Available Credit            | \$0.00         |
| Credit Line for Cash              | \$700          |
| Available Credit for Cash         | \$0.00         |

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:                      Send inquiries to:  
Attn: Remittance Processing              Capital One  
Capital One, F.S.B.                      P.O. Box 30285  
P.O. Box 790217                      St. Louis, MO 63179-0217  
St. Louis, MO 63179-0217                      SLC, UT 84130-0285

**Important Account Information**

Please visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Visit the Guide to Benefits link to learn about your latest Visa or MasterCard account benefits. The descriptions in this online guide replace any information you received in the past. For a printed copy of the Guide to Benefits, call the Customer Relations number on the back of your card.

**Payments, Credits and Adjustments**

**Transactions**

|   |        |                                   |         |
|---|--------|-----------------------------------|---------|
| 1 | 09 MAR | PAST DUE FEE                      | \$35.00 |
| 2 | 09 MAR | PAYMENT PROTECTION 1-888-527-6904 | 7.70    |

\*\*Your account is 90 days past due and your Payment Protection coverage has been suspended. As stated in your Payment Protection agreement, your coverage and monthly charge will be reinstated once your account is no longer 90 days past due. You may still be eligible for benefits to be paid to your account in cases of disability, unemployment, and death. Call Consumer Membership Services at 1-888-527-6904 to see if your situation qualifies for a claim.

You were assessed a past due fee of \$35.00 on 03/09/2006 because your minimum payment was not received by the due date of 03/09/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**Finance Charges**

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$381.33                | .07726% F     | 28.20%            | \$8.25         |
| CASH      | \$603.45                | .07726% F     | 28.20%            | \$13.05        |

ANNUAL PERCENTAGE RATE applied this period

28.20%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 1038550040000338557

New Balance \$1,038.55  
Minimum Amount Due \$338.55  
Payment Due Date April 08, 2006  
Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

008630

#9006920336391549# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860



09R21 O 1400  
58630P  
2

1. **How To Avoid A Finance Charge.**
- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance".
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- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
- a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
- b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. **Annual Percentage Rates (APR).**
- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
- c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.
7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.
8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.
- BILLING RIGHTS SUMMARY**  
(In Case Of Errors Or Questions About Your Bill)  
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
- † **Special Rule For Credit Card Purchases**
- If you have a problem with the quality of property or services that you purchased with a credit card and you have filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † **Does not apply to consumer non-credit card accounts**
- † **Does not apply to business non-credit card accounts**
- Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).  
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One OTLGLBAK

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

**CapitalOne**

what's in your wallet?

BENJAMIN A SAGGESE ARTIST  
GUARDIAN ANGEL**YOUR ACCOUNT IS****SUSPENDED****MAKE A PAYMENT. AND TAKE CONTROL  
OF YOUR CREDIT WITH CAPITAL ONE®**

Your account is temporarily unusable. The good news is, by paying the amount due on your statement, you can still bring your account into good standing.

Let's work together to bring your account back to good standing.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

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060-07754

**CapitalOne**  
Small Business ServicesVISA ACCOUNT  
4791-2417-3056-2779MAR 10 - APR 09, 2006  
Page 1 of 1**Account Summary**

|                                   |            |
|-----------------------------------|------------|
| Previous Balance                  | \$1,038.55 |
| Payments, Credits and Adjustments | \$0.00     |
| Transactions                      | \$35.00    |
| Finance Charges                   | \$25.24    |

|                    |              |
|--------------------|--------------|
| New Balance        | \$1,098.79   |
| Minimum Amount Due | \$398.79     |
| Payment Due Date   | May 09, 2006 |

|                           |        |
|---------------------------|--------|
| Total Credit Line         | \$700  |
| Total Available Credit    | \$0.00 |
| Credit Line for Cash      | \$700  |
| Available Credit for Cash | \$0.00 |

**At your service**To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.Send payments to:  
Attn: Remittance Processing  
Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285**Payments, Credits and Adjustments****Transactions**

|   |        |              |         |
|---|--------|--------------|---------|
| 1 | 09 APR | PAST DUE FEE | \$35.00 |
|---|--------|--------------|---------|

You're behind by five payments - so we've permanently suspended your charging privileges. If you don't make a sufficient payment in the next 60 days, we'll charge off your account. If your account is reported to national credit bureaus as charged off, it'll have a serious impact on your credit record. Please don't let this happen. You can prevent any further damage to your credit by paying the amount due on your statement. If you're feeling overwhelmed, give us a call at 1.800.955.6600. We'll work with you to resolve this matter.

Your account has recently been past due, overlimit, or has had a returned payment. We request that you keep your account in good standing. We value you as our customer and appreciate your business. Thank you for choosing Capital One.

Reminder: If we receive your minimum monthly payment on time for 12 consecutive billing periods, this account will be reviewed for a possible return to your Non-Introductory A.P.R.

You were assessed a past due fee of \$35.00 on 04/09/2006 because your minimum payment was not received by the due date of 04/08/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**Finance Charges**

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$433.33                | .07751% F     | 28.29%            | \$10.41        |
| CASH      | \$617.37                | .07751% F     | 28.29%            | \$14.83        |

ANNUAL PERCENTAGE RATE applied this period

28.29%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 7 4791241730562779 09 1098790040000398795

|                    |              |
|--------------------|--------------|
| New Balance        | \$1,098.79   |
| Minimum Amount Due | \$398.79     |
| Payment Due Date   | May 09, 2006 |

Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

|               |                 |
|---------------|-----------------|
| Street        | Apt. #          |
| City          | State ZIP       |
| Home Phone    | Alternate Phone |
| Email Address | @               |

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217  
007821#9009920336391546# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



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2

**1. How To Avoid A Finance Charge.**

**a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

**b. Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

**c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

**d. Temporary Reduction In Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

**2. Average Daily Balance (Including New Purchases).**

**a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**

**b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

**periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.**

**3. Annual Percentage Rates (APR).**

**a. The term "Annual Percentage Rate" may appear as**

**"APR" on the front of this statement.**

**b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.**

**c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.**

**4. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

**5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

**6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any new fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. Tels may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

**7. Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

**8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY**

**(In Case Of Errors Or Questions About Your Bill)**

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

**† Does not apply to consumer non-credit card accounts**

**† Does not apply to business non-credit card accounts**

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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer of your debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

**CapitalOne**  
what's in your wallet?

BENJAMIN A SAGGESE ARTIST  
GUARDIAN ANGEL

**YOU'RE BEHIND BY**  
**6**  
**PAYMENTS**

## NOT PAYING YOUR DEBT DOESN'T MAKE IT GO AWAY.

In fact, even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

**We're here to help. Please contact us to  
find a solution that's right for you.**

**You can make a payment with our free check by phone service  
or speak to an associate by calling 1.800.955.6600.**

Make sure you call or pay the amount due on your statement within 30 days to keep your account from being charged off.

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058-07754

**CapitalOne**  
Small Business Services

VISA ACCOUNT  
4791-2417-3056-2779

APR 10 - MAY 09, 2006  
Page 1 of 1

### Account Summary

|                                   |               |
|-----------------------------------|---------------|
| Previous Balance                  | \$1,098.79    |
| Payments, Credits and Adjustments | \$20.00       |
| Transactions                      | \$84.00       |
| Finance Charges                   | \$26.43       |
| New Balance                       | \$1,189.22    |
| Minimum Amount Due                | \$1,189.22    |
| Payment Due Date                  | June 09, 2006 |
| Total Credit Line                 | \$700         |
| Total Available Credit            | \$0.00        |
| Credit Line for Cash              | \$700         |
| Available Credit for Cash         | \$0.00        |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online  
and receive valuable offers.

Send payments to:  
Attn: Remittance Processing  
Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

Send inquiries to:  
Capital One  
P.O. Box 30285  
SLC, UT 84130-0285

### Payments, Credits and Adjustments

|   |        |                      |         |
|---|--------|----------------------|---------|
| 1 | 13 APR | DIRECT DEBIT PAYMENT | \$20.00 |
|---|--------|----------------------|---------|

### Transactions

|   |        |                      |         |
|---|--------|----------------------|---------|
| 2 | 13 APR | RETURNED CHECK       | \$20.00 |
| 3 | 21 APR | RETURNED PAYMENT FEE | 29.00   |
| 4 | 09 MAY | PAST DUE FEE         | 35.00   |

Your account is six payments behind. If we charge off your account due to late payments, we will report this to several national credit bureaus which may have a serious impact on your credit record. Act now to prevent this from happening. Please pay the amount due on your statement or give us a call at 1.800.955.6600. We'll work with you so you can take control of your Capital One account and start rebuilding your credit.

You were assessed a past due fee of \$35.00 on 05/09/2006 because your minimum payment was not received by the due date of 05/09/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

### Finance Charges

Please see reverse side for important information

|           | Balance rate<br>applied to | Periodic<br>rate | Corresponding<br>APR | FINANCE<br>CHARGE |
|-----------|----------------------------|------------------|----------------------|-------------------|
| PURCHASES | \$497.62                   | .07800% F        | 28.47%               | \$11.64           |
| CASH      | \$632.18                   | .07800% F        | 28.47%               | \$14.79           |

ANNUAL PERCENTAGE RATE applied this period

28.47%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 7 4791241730562779 09 1189220020001189226

|                    |               |
|--------------------|---------------|
| New Balance        | \$1,189.22    |
| Minimum Amount Due | \$1,189.22    |
| Payment Due Date   | June 09, 2006 |

Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

|               |                 |
|---------------|-----------------|
| Street        | Apt #           |
| City          | State ZIP       |
| Home Phone    | Alternate Phone |
| Email Address | @               |

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

007497

#9013020336391549# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860



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7497F  
2

1. How To Avoid A Finance Charge.

† a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

† c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

† d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replicated Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees.

Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

6. If You Close Your Account. You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. Using Your Account. Your card or account cannot be used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

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OTLGLBAK

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

# Save time ... Give employees access to your account!

BENJAMIN A SAGGESE  
ARTIST GUARDIAN ANGEL  
Account #: 4791241730562779

Give your employees access to your account so they can make payments, purchases and more. Simply fill out the back of this form and return it with your monthly payment. Be sure to designate each employee's level of access.

## ☒ ACCOUNT OWNER

Has all the rights and authority over the account. The primary account owner can designate others to have owner level access.

## ☒ ACCOUNT MANAGER

Can access account information and make payments over the phone or Internet. Cannot change terms (APR, credit limit) or add employees to the account. Must also be an Authorized User to receive own card.

## ☒ AUTHORIZED USER

Can make purchases on the account.

Please fill out Access Authorization Form on reverse



VISA ACCOUNT  
4791-2417-3056-2779

MAY 10 - JUN 09, 2006  
Page 1 of 1

### Account Summary

|                                   |               |
|-----------------------------------|---------------|
| Previous Balance                  | \$1,189.22    |
| Payments, Credits and Adjustments | \$0.00        |
| Transactions                      | \$74.00       |
| Finance Charges                   | \$29.36       |
| New Balance                       | \$1,292.58    |
| Minimum Amount Due                | \$1,292.58    |
| Payment Due Date                  | July 08, 2006 |
| Total Credit Line                 | \$700         |
| Total Available Credit            | \$0.00        |
| Credit Line for Cash              | \$700         |
| Available Credit for Cash         | \$0.00        |

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to:                      Send inquiries to:  
Attn: Remittance Processing                      Capital One  
Capital One, F.S.B.                      P.O. Box 30285  
P.O. Box 790217                      St. Louis, MO 63179-0217  
St. Louis, MO 63179-0217                      SLC, UT 84130-0285

### Important Account Information

Beginning July 1st, 2006, based on your account activity you may be assessed more than two late, overlimit, or returned check fees that occur during any billing period.

### Payments, Credits and Adjustments

#### Transactions

|   |        |                        |         |
|---|--------|------------------------|---------|
| 1 | 09 JUN | CAPITAL ONE MEMBER FEE | \$39.00 |
| 2 | 09 JUN | PAST DUE FEE           | \$5.00  |

You were assessed a past due fee of \$35.00 on 06/09/2006 because your minimum payment was not received by the due date of 06/09/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

### Finance Charges

Please see reverse side for important information

|           | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|-----------|-------------------------|---------------|-------------------|----------------|
| PURCHASES | \$557.15                | .07863% F     | 28.70%            | \$13.58        |
| CASH      | \$647.45                | .07863% F     | 28.70%            | \$15.78        |

ANNUAL PERCENTAGE RATE applied this period

28.70%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791241730562779 09 1292580020001292588

New Balance \$1,292.58  
Minimum Amount Due \$1,292.58  
Payment Due Date July 08, 2006

Total enclosed \$   
Account Number: 4791-2417-3056-2779

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apt #  
City State ZIP  
Home Phone Alternate Phone  
Email Address @

Capital One, F.S.B.  
P.O. Box 790217  
St. Louis, MO 63179-0217

009386

#9016120336391544# MAIL ID NUMBER  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL  
BENJAMIN A SAGGESE  
P O BOX E  
MUNSON PA 16860

BENJAMIN A SAGGESE ART  
Account #: 4791241730562779

# ACCESS AUTHORIZATION FORM

GUARDIAN ANGEL

Clearly print each employee's name, social security number, and level of access. If your Account Manager needs a card, please also check their Authorized User box.

|                                           | ACCOUNT<br>OWNER         | ACCOUNT<br>MANAGER       | AUTHORIZED<br>USER       |
|-------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Name _____ S.S.# _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X Current Account Owner's Signature _____ | Today's Date _____       |                          |                          |

## 1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."

b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

## 2. Average Daily Balance (Including New Purchases).

a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

## 3. Annual Percentage Rates (APR).

a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

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d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

e. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, past due fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

7. **Using Your Account.** Your card or account cannot be used in connection with any internet gambling transactions.

8. **Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

## BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we wait for your question, we cannot report you as delinquent or take any action to collect the amount you question.

## †, ‡ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non-credit card accounts

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08R09 0 1400  
9896F  
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**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION  
CAPITAL ONE BANK,

Plaintiff,

v.

NO.: 08-849-CD

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant.

**PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS AND REQUEST FOR  
PRODUCTION OF DOCUMENTS**

Plaintiff demands that the defendants answer and respond to the following Request for Production of Documents under oath pursuant to the Pennsylvania Rules of Civil Procedure within 30 days from the date of service hereof.

Plaintiff also demands that defendants answer and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be deemed admitted unless your sworn statement in compliance with such Rules is timely made.

2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.

3. Your answer, signed and properly verified, must be delivered to the undersigned attorney of record for the Plaintiff within **thirty (30)** days after delivery hereof.

4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorneys' fees, witness expenses, etc.

5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.

EXHIBIT

D

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

These Requests for Production of Documents shall be deemed continuing so as to require supplemental answers and documents if any information of documents are acquired subsequent to the filing of responses hereto, which information or documents would have been included in the answers and documents produced had it been known or available at the time the answers and the documents provided pursuant hereto were produced. Defendants shall supply such information and documents by supplemental answers and production of documents as soon as such information becomes known or available and in all events, prior to trial of this action.

If objection is made to any requests for production of documents, it is demanded that the requests for which there is no objection be answered and furnished within the aforesaid period.

All documents identified in response hereto shall be organized and labeled to correspond with the request to which it pertains. For all documents produced, list the individual and his or her job title and department from whose files it was produced and the current custodian of said document.

If a document called for is believed to exist or is known to exist, but is in the possession, custody or control of another person or party, the existence of the document, the identity of the possessor, custodian and one in control of such documents shall be provided along with any applicable common description or citation utilized by the publisher, possessor, custodian or disseminator of such document.

If any document called for by this request is withheld on the basis of any claim of privilege or any similar claim, identify that document as follows: author; addressee; indicated or blind copies, date, subject matter; number of pages; attachments or appendices; all persons to whom distributed, shown or explained; present custodian; and nature of the privilege or similar claim asserted.

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

Produce any and all documents evidencing proof of all payments on the subject credit card referenced in the Complaint, including, but not limited to, cancelled checks, receipts, coupons, statements, accountings, memoranda, invoices, financial statements, accounting entries, diaries, charts, lists, phone records, data compilations etc.

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

Produce any and all documents you intend to introduce and/or provide testimony on as evidence at the time of trial.

Please see attached.

REQUEST FOR ADMISSION NO. 1:

Defendant signed the attached credit card application.

Admitted X

Denied \_\_\_\_\_

If the answer to Request for Admissions No. 2 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

The attached monthly statements, from July 10 2001 through June 9 2006, correctly identify the payments, charges, and balances on the account.

Admitted \_\_\_\_\_

Denied X

If the answer to Request for Admissions No. 2 is "denied", then supply copies of canceled checks, both front and back, and/or if not available, specific written documentation supporting the denial.

PLEASE SEE ATTACHED.

REQUEST FOR ADMISSION NO. 3:

The last payment on the account was made on April 13 2006.

Admitted \_\_\_\_\_

Denied X

If the answer to Request for Admissions No. 3 is "denied", then supply specific written documentation supporting the denial.

PLEASE SEE ATTACHED.

REQUEST FOR ADMISSION NO. 4:

Defendant has not submitted any written dispute as to billing inaccuracy concerning the credit card in question.

Admitted X

Denied \_\_\_\_\_

If the answer to the Request for Admissions No. 4 is "denied", then supply copies of specific written disputes as to any billing inaccuracies.

REQUEST FOR ADMISSION NO. 5:

\$1960.26 is a correct and accurate current balance of the credit card account in question.

Admitted \_\_\_\_\_

Denied X

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial.

PLEASE SEE ATTACHED.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED SHALL BE USED FOR THAT PURPOSE.**

  
Benjamin R. Bibler, Esquire  
PA L.D. #93598  
WELTMAN, WEINBERG & REIS  
CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-79555  
WWR: 6186073

REQUEST FOR ADMISSION NO. 2: DENIED. The attached monthly statements from July 10, 2001, through June 9, 2006, identify correctly the purchasers, cash advances, and payments on this account. The balance, however, are incorrect as the balances contain improper changes for late fees, membership fees, finance charges, and pay by phone fees.

REQUEST FOR ADMISSION NO. 3: DENIED: It appears that the April 13, 2006, "direct debit payment" was returned, therefore, the last payment made on this account was November 9, 2005.

REQUEST FOR ADMISSION NO. 5: DENIED. This credit account was active over four years during which time the cardholder made cash advances of \$390.50, and purchases of \$307.54, for a total of \$698.04. Fees charged by Capital One total \$859.50, and two "returned fees" of \$49.00. The cardholder made payments totaling \$910.00. The balance alleged to be due of \$1,900.00 cannot be supported by the Plaintiff either legally or factually.

PHILIPSBURG MEDI-CENTER, P.C.  
Mary A. Leskovan, D. O,  
Philipsburg Area Hospital, Third Floor  
210 Loch Lomond Road  
Philipsburg, PA 16866  
(814) 342-7150

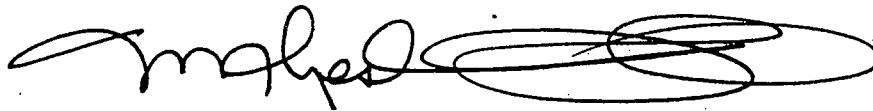
November 13, 2003

To Whom It May Concern:

Mr. Saggese has been a patient of mine for several years. He is a self-employed artist. Due to his current medial condition he is unable to work to his full capacity. This began 06-04-02. This has greatly affected his financial status.

If I may be of further assistance please do not hesitate to contact my office at the above number.

Sincerely,

A handwritten signature in black ink, appearing to read 'm. leskovan', followed by a large, stylized circular flourish.

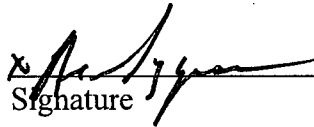
Mary A. Leskovan, D.O.

**DEFENDANT'S VERIFICATION**

I, BENJAMIN A. SAGGESE, (please print) under penalty of perjury and subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities verify that the foregoing Responses are true and correct to the best of my knowledge, information and belief.

9-22-08

Date



Signature

DAVID C. MASON

*Attorney at Law*

409 NORTH FRONT STREET  
P.O. BOX 28  
PHILIPSBURG, PENNSYLVANIA 16866  
(814) 342-2240  
FAX (814) 342-5318

September 23, 2008

William Shaw,  
Prothonotary of Clearfield County  
Clearfield County Courthouse  
230 E. Market Street  
P.O. Box 549  
Clearfield, PA 16830

In RE: Capital One Bank v. Benjamin A. Saggese, individually  
and d/b/a Benjamin A. Saggese Artist Guardian Angel  
No. 08-849-CD

Dear Mr. Shaw:

Enclosed please find a Certificate of Service along with a copy, relative to the above captioned matter. Would you kindly file the original, time-stamp the copy and return the copy to me in the SASE, also provided.

Thanks very much.

Very truly yours,

MASON LAW OFFICE



David C. Mason

DCM:blb

Enclosures

cc Benjamin R. Bibler, Esquire ✓

Benjamin Saggese

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

\*

\*

\* No. 08-849-CD

\*

\*

\*

\*

\* TYPE OF PLEADING:  
\* CERTIFICATE OF SERVICE

\*

\*

\* FILED ON BEHALF OF:  
\* Benjamin A. Saggese, Defendant

\*

\* COUNSEL OF RECORD FOR  
\* THIS PARTY:

\*

\* David C. Mason, Esq.  
\* Supreme Court No. 39180  
\* Attorney at Law  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

\*

\* COUNSEL OF RECORD FOR  
\* PLAINTIFF:

\*

\* Benjamin R. Bibler, Esquire  
\* PA I.D. #93958  
\* WELTMAN, WEINBERG & REIS CO, L.P.A.  
\* 1400 Koppers Building  
\* 436 Seventh Avenue  
\* Pittsburgh, PA 15219  
\* (412) 434-7955

\*

WWR#06180673

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

\*  
\*  
\* No. 08-849-CD  
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**CERTIFICATE OF SERVICE**

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of DEFENDANT'S ANSWERS TO PLAINTIFF'S REQUEST FOR ADMISSIONS AND PRODUCTION OF DOCUMENTS filed in the above captioned action by placing the same in the United States mail, postage prepaid and addressed as follows:

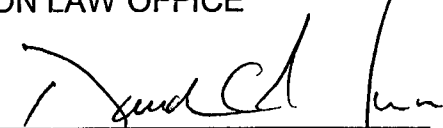
Benjamin R. Bibler, Esquire  
WELTMAN, WEINBERG & REIS CO, L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

MASON LAW OFFICE

DATED:

9/23/8

By:

  
David C. Mason, Esquire  
Attorney for Benjamin A. Saggese

## VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this Motion, and that the facts set forth in the foregoing Motion are true and correct to the best of his knowledge, information and belief.



---

Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

A true and correct copy of the within Plaintiff's Motion for Summary Judgment has been served by U.S. Mail, Postage Pre-Paid, on 23<sup>rd</sup> day of December, 2008 upon the following:

David Mason, Esq.  
409 North Front St  
Pob 28  
Philipsburg, Pa 16866

  
By: \_\_\_\_\_  
Matthew D. Urban, Esquire  
PA I.D. #90963  
WELTMAN, WEINBERG & REIS CO.,  
L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK

Plaintiff

No. 08-849-CD

vs.

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL  
Defendant

ORDER OF COURT

AND NOW, to wit, this 2<sup>nd</sup> day of January, 2009, upon consideration of the record,  
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on  
the above captioned matter is scheduled for January 26, 2009 at  
1:50 am/p.m Ⓢ Courtroom #1 Clearfield County Courthouse.

BY THE COURT:

Justice J. Cunningham

FILED

01/24/2009  
JAN 02 2009

2cc

Atty Urban

GO

William A. Shaw  
Prothonotary/Clerk of Courts

WWR No. 06180673

DATE: 1/21/09

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

**FILED**

JAN 02 2009

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

\*  
\*  
\* No. 08-849-CD  
\*  
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\*  
\*

**DEFENDANT'S RESPONSE TO MOTION**  
**FOR SUMMARY JUDGMENT**

**AND NOW**, comes Defendant Benjamin A. Saggese, d/b/a Benjamin A. Saggese Artist Guardian Angel, by and through his attorney, David C. Mason, who files the following Response to Motion for Summary Judgment, and in support thereof avers as follows:

1. Plaintiff, a credit card creditor, has filed a Motion for Summary Judgment based upon monthly statements issued by it.

2. Defendant's Answer and New Matter raises the defense of the Statute of Limitations.

3. Defendant's response to the Plaintiff's Request for Admission of Fact provided Plaintiff with knowledge of Defendant's factual defense.

4. Plaintiff is entitled to judgment only if there are no issues of material fact to be submitted to the Court.

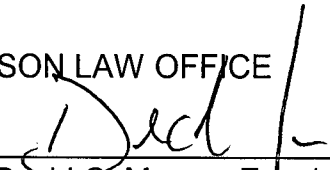
5. Summary Judgment should be entered only in cases which are clear and free

from doubt.

6. The Defendant has asserted both a factual and legal defense to this claim, and accordingly, Summary Judgment would be inappropriate in this case.

**WHEREFORE**, Defendant prays your Honorable Court to dismiss Plaintiff's Motion for Summary Judgment.

MASON LAW OFFICE

By: 

David C. Mason, Esquire,  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CAPITAL ONE BANK

Plaintiff

vs.

BENJAMIN A. SAGGESE, individually  
and d/b/a BENJAMIN A. SAGGESE  
ARTIST GUARDIAN ANGEL

Defendant

\*  
\*  
\* No. 08-849-CD  
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\*

**CERTIFICATE OF SERVICE**

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of DEFENDANT'S RESPONSE TO MOTION FOR SUMMARY JUDGMENT filed in the above captioned action by placing the same in the United States mail, postage prepaid and addressed as follows:

William T. Molczan, Esquire  
WELTMAN, WEINBERG & REIS CO, L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

DATED: 1/26/9

MASON LAW OFFICE

By:   
David C. Mason, Esquire  
Attorney for Defendant

UP

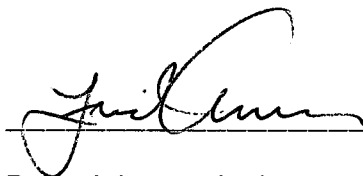
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

|                            |   |               |
|----------------------------|---|---------------|
| CAPITAL ONE BANK           | } |               |
| VS                         | } | NO. 08-849-CD |
| BENJAMIN A. SAGGESE,       | } |               |
| INDIVIDUALLY AND d/b/a     | } |               |
| BENJAMIN A. SAGGESE ARTIST | } |               |
| GUARDIAN ANGEL             | } |               |

O R D E R

NOW, this 26th day of January, 2009, following argument on the Plaintiff's Motion for Summary Judgment, it is the ORDER of this Court that said Motion be and is hereby GRANTED to the extent that the Defendant's affirmative defense of statute of limitations is hereby DISMISSED. In all other regards, the Motion for Summary Judgment is hereby DENIED.

BY THE COURT,



President Judge

5  
**FILED**  
JAN 30 2009

William A. Shaw  
Prothonotary/Clerk of Courts

200  
Attys: Molczan/Urban  
D. Mason

②10

FILED

JAN 30 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 1/30/09

X You are responsible for serving all appropriate parties.  
X The Prothonotary's office has provided service to the following parties:  
\_\_\_\_ Plaintiff(s) X Plaintiff(s) Attorney \_\_\_\_ Other  
\_\_\_\_ Defendant(s) X Defendant(s) Attorney \_\_\_\_  
\_\_\_\_ Special Instructions:

6180673

UA

## IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

Capital one Bank USA NA  
(Plaintiff)

CIVIL ACTION

15000 Capital one Dr.  
(Street Address)No. 08-849-CDRichmond VA 23238  
(City, State ZIP)Type of Case: Civil

Type of Pleading: \_\_\_\_\_

VS.

Filed on Behalf of:

Benjamin A Sagge individually and  
(Defendant) Elita Benjamin A SaggeCapital one Bank USA NA  
(Plaintiff/Defendant)

Artist Guardian Angel

125 Colorado Rd  
(Street Address)Munson Pa 16860  
(City, State ZIP)Benjamin R. Bibler, Esquire  
(Filed by)Weltman, Weinberg & Reis Co.  
1400 Koppers Bldg.436 7th Ave.  
(Address)  
Pittsburgh, PA 15219(412) 434-7955

(Phone)

**FILED**m/12:59 PM  
JUN 25 2009Att'y pd. 20.00  
2cc Att'y BiblerWilliam A. Shaw  
Prothonotary/Clerk of Courts

(611)

[Signature]  
(Signature)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Capital One Bank USA, NA Case Number: 08-849-CD

Defendant(s): Benjamin A Saggese individually and  
d/b/a Benjamin Saggese Artist guardian Angel

To the Prothonotary:

Arbitration Limit: 30 min  
Type Trial Requested: \_\_\_\_\_ Jury \_\_\_\_\_ Non-Jury X Arbitration  
Estimated Trial Time: \_\_\_\_\_

Jury Demand Filed By: \_\_\_\_\_  
Date Jury Demand Filed: \_\_\_\_\_

Please place the above-captioned case on the trial list. I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

[Signature]  
(Signature)

6/23/09  
(Date)

For the Plaintiff: Benjamin R. Bibler, Esquire (412) 434-7955 Telephone Number

For the Defendant: David Mason, Esquire (412) 342-2240 Telephone Number

For Additional Defendant: \_\_\_\_\_ Telephone Number

Certification of Current Address for all parties or counsel of record:

|                                          |                                                   |                                             |
|------------------------------------------|---------------------------------------------------|---------------------------------------------|
| Name: <u>Benjamin R. Bibler, Esquire</u> | Address: <u>wellman, weinberg &amp; kelly, PC</u> | City/State/Zip: <u>Pittsburgh Pa 15219</u>  |
| Name: <u>David Mason, Esquire</u>        | Address: <u>1400 Coppers Bldg 430 7th Ave</u>     | City/State/Zip: <u>philipsburg Pa 16806</u> |
| Name: _____                              | Address: _____                                    | City/State/Zip: _____                       |
| Name: _____                              | Address: _____                                    | City/State/Zip: _____                       |
| Name: _____                              | Address: _____                                    | City/State/Zip: _____                       |
| Name: _____                              | Address: _____                                    | City/State/Zip: _____                       |

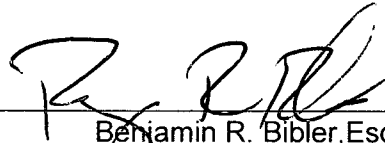
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of within Praeipce for Arbitration was served on the following on this 23 day of June, 2009, by first class, U.S. Mail, postage pre-paid:

David Mason, Esquire  
409 N Front St  
Pob 28  
Philipsburg Pa 16866

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:



Benjamin R. Bibler, Esquire  
PA ID# 93598

Weltman, Weinberg & Reis CO L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

UP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK USA

vs.

No. 08-849-CD

BENJMAIN A. SAGGESE, individually:  
and BENJAMIN A. SAGGESE ARTIST:  
GUARDIAN ANGEL

**ORDER**

AND NOW, this 23<sup>rd</sup> day of July, 2009, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, August 18, 2009 at 1:00 P.M.** in the Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

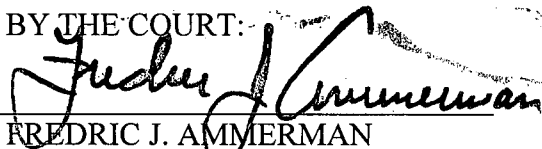
William Kriner, Esquire, Chairman

Kimberly M. Kubista, Esquire

Warren Mikesell, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED  
JUL 23 2009

S William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

No.08-849- CD

vs.

**STIPULATION OF THE PARTIES FOR  
PAYMENT AND FOR THE ENTRY OF  
JUDGMENT BY CONSENT**

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Matthew D. Urban, Esquire  
PA I.D. #90963  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#6180673

**FILED**

*Att'y pd. 20.00*  
*11:15 AM*  
**AUG 10 2009**

*S* William A. Shaw  
Prothonotary/Clerk of Courts

*ICC Notice*

*to Def.*  
*ICC Notice*

*to Att'y Mason*

*@*

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-849- CD

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant

**PRAECIPE FOR JUDGMENT BY CONSENT**

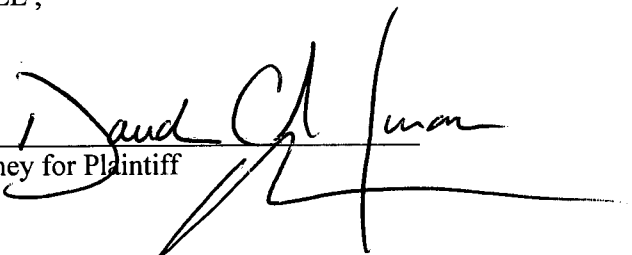
TO THE PROTHONOTARY:

Kindly enter Judgment against Defendant, BENJAMIN A SAGGESE individually and d/b/a  
BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL, in the amount of \$1,960.26 plus costs, based  
upon the consent of the parties.

CONSENTED TO:

WELTMAN, WEINBERG & REIS CO., L.P.A.,  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL ,

BENJAMIN A SAGGESE individually and

By:   
Attorney for Plaintiff

By:   
Defendant

WWR#6180673

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-849- CD

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant

**STIPULATION OF THE PARTIES FOR PAYMENT  
AND FOR THE ENTRY OF JUDGMENT BY CONSENT**

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendant, BENJAMIN A SAGGESE individually and d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL, above-named, in the amount of \$1,960.26 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff in the amount of \$1,960.26 with continuing interest thereon at a rate of 6.00% per annum plus costs from July 20, 2009.
2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, BENJAMIN A SAGGESE individually and d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL, in the amount of \$1,960.26 plus continuing interest thereon at the rate of 6.00% per annum from July 20, 2009 and costs.
3. Plaintiff agrees not to execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-849- CD

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant

**STIPULATION OF THE PARTIES FOR PAYMENT  
AND FOR THE ENTRY OF JUDGMENT BY CONSENT**

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against the Defendant, BENJAMIN A SAGGESE individually and d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL, above-named, in the amount of \$1,960.26 pursuant to the Stipulation of the Parties for Payment and for the Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff in the amount of \$1,960.26 with continuing interest thereon at a rate of 6.00% per annum plus costs from July 20, 2009.
2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will be entered in favor of the Plaintiff and against the Defendant, BENJAMIN A SAGGESE individually and d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN ANGEL, in the amount of \$1,960.26 plus continuing interest thereon at the rate of 6.00% per annum from July 20, 2009 and costs.
3. Plaintiff agrees not to execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:

(a) Defendant will pay a settlement amount of \$960.00 at \$80.00 a month beginning August 30, 2009

(b) If Defendant pays that amount in a timely fashion Plaintiff agrees to file a satisfaction of judgment.

(c) If Defendant fails to pay as agreed, Defendant will owe amount of judgment less any payments made plus accrued interest and costs.

4. All payments are to be made payable to the order of "CAPITAL ONE BANK "

5. The first payment due under this agreement is to be received at the offices of Weltman, Weinberg & Reis, Co., L.P.A., 436 Seventh Avenue, Suite 1400, Pittsburgh, PA 15219. All future payments are to be mailed to the offices of Weltman, Weinberg & Reis, Co., P.O. Box 5430, Cleveland, OH 44101-0430.

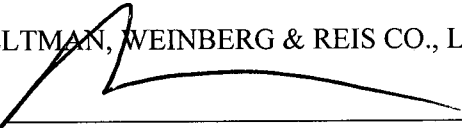
6. In the event of default, each payment received shall be first attributed to costs, interest and then to principal.

7. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendant in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties set their hands and seals this 6<sup>th</sup> day of August, 20 09.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Matthew D. Urban, Esquire

PA I.D. #90963

WELTMAN, WEINBERG & REIS CO.,  
L.P.A.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR No. 6180673

By: 

Defendant, BENJAMIN A SAGGESE individually and d/b/a BENJAMIN A SAGGESE ARTIST  
GUARDIAN ANGEL

**FILED**

**AUG 10 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-849- CD

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant

NOTICE OF JUDGMENT OR ORDER

TO:    ☐ Plaintiff  
         ☒ Defendant  
         ☐ Garnishee

You are hereby notified that  
the following Order or  
Judgment was entered against  
you on 8/10/09

(xx)    Assumpsit Judgment in the amount  
         of \$1,960.26 plus costs.

(    )    Trespass Judgment in the amount  
         of \$\_\_\_\_\_ plus costs.

(    )    If not satisfied within sixty (60)  
         days, your motor vehicle operator's license and/or  
         registration will be suspended by the Department of  
         Transportation, Bureau of Traffic Safety,  
         Harrisburg, PA.

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         ☐ Default  
         ☐ Verdict  
         ☐ Arbitration  
         ☐ Award  
         (XX) By Consent

Prothonotary

BENJAMIN A SAGGESE Individually And  
D/B/A BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

By:   
PROTHONOTARY (OR DEPUTY)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAPITAL ONE BANK (USA), NA

Plaintiff

vs.

Civil Action No. 08-849- CD

BENJAMIN A SAGGESE individually and  
d/b/a BENJAMIN A SAGGESE ARTIST GUARDIAN  
ANGEL

Defendant

**NOTICE OF JUDGMENT OR ORDER**

TO:    ☐ Plaintiff  
         ☒ Defendant  
         ☐ Garnishee

You are hereby notified that  
the following Order or  
Judgment was entered against  
you on 8/11/09

(xx)    Assumpsit Judgment in the amount  
         of \$1,960.26 plus costs.

(    )    Trespass Judgment in the amount  
         of \$\_\_\_\_\_ plus costs.

(    )    If not satisfied within sixty (60)  
         days, your motor vehicle operator's license and/or  
         registration will be suspended by the Department of  
         Transportation, Bureau of Traffic Safety,  
         Harrisburg, PA.

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         ☐ Default  
         ☐ Verdict  
         ☐ Arbitration  
         ☐ Award  
         (XX) By Consent

Prothonotary

David Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Philipsburg, PA 16866

By:   
PROTHONOTARY (OR DEPUTY)

Our File No.: 136861  
APOTHAKER & ASSOCIATES, P.C.  
By: David J. Apothaker, Esquire  
520 Fellowship Road C306  
PO Box 5496  
Mount Laurel, NJ 08054  
(800) 672-0215  
Attorneys for Plaintiff

**FILED** pa \$7.00 AA  
m/12:14pm ICC Atty  
JUL 01 2013 Apothaker  
William A. Shaw  
Prothonotary/Clerk of Courts

PORTFOLIO RECOVERY  
ASSOCIATES, LLC

Plaintiff

vs.

JAIME LEONARD

Defendant

FIRST COMMONWEALTH BANK

Garnishee

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

NO.: 08-459-CD

Civil Action

**PRAECIPE TO DISSOLVE ATTACHMENT EXECUTION**

TO THE PROTHONOTARY:

Kindly mark the attachment against the Garnishee, FIRST COMMONWEALTH BANK, dissolved.

  
\_\_\_\_\_  
David J. Apothaker, Esquire  
Attorney for Plaintiff

**FILED**

**JUL 01 2013**

William A. Shaw  
Prothonotary/Clerk of Courts