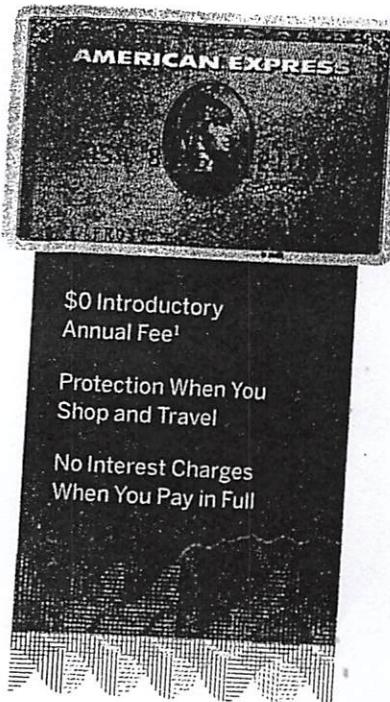


READ

Be more than a number. Be a Cardmember.
Apply for your American Express® Green Card today.



Learn more or apply – get a decision in as little as 60 seconds.



americanexpress.com/takegreen



Download a QR Reader for your smartphone and scan this code to learn more about the American Express® Green Card.

Please do not tear application. Return entire application to avoid processing delays.

Offer Expires: November 21, 2011

RSVP code: [REDACTED]

1 Start enjoying the benefits of Cardmembership:

[REDACTED]
Please show us how you would like your name to appear on the Card.
(Full name must not exceed 20 spaces. Spell last name completely.)

Physical Street Address / Apt. #
(If we have mailed this offer to a P.O. Box, a residential or business address is required)

City _____ State _____ ZIP _____
()
Home Phone _____

Social Security Number _____ / / Date of Birth _____ / /

E-mail Address (Receive updates on your application status and Cardmember offers)*
*This field is optional. We may also notify you of important account updates. For information about how we protect your privacy, please visit americanexpress.com/privacy

\$ Total Annual Income**
□ Please check here if you are Self-Employed.

**Include income from all sources including employment, retirement, investments, rental properties, etc. Alimony, child support, or separate maintenance need not be revealed if you do not wish to rely upon it

Employer Name (If not Self-Employed) _____ () Business Phone _____

2 Earn Membership Rewards* points² even faster with up to 5 Additional Cards with a \$0 introductory annual fee, then \$30. (\$30 for up to five Additional Cards and \$30 each for the sixth or more Additional Cards)

[REDACTED]
Please show us how you would like the Additional Cardmember's name to appear on their Card.
(Full name must not exceed 20 spaces. Spell last name completely. Additional Cardmember must be at least 15 years of age)

Social Security Number _____ / / Date of Birth (Required) _____ / /

[REDACTED]
Please show us how you would like the Additional Cardmember's name to appear on their Card.
(Full name must not exceed 20 spaces. Spell last name completely. Additional Cardmember must be at least 15 years of age)

Social Security Number _____ / / Date of Birth (Required) _____ / /

3 SEE REVERSE SIDE FOR RATE, FEES AND OTHER COST INFORMATION.

By signing below, I certify that I have read, met, and agreed to all the terms, conditions, and disclosures on the reverse side. The American Express® Green Card and Additional Green Cards will have a \$0 introductory annual fee for the first year. After the first year, your annual fee will be \$95 for the Basic Card and \$30 for up to five Additional Cards. The annual fee for the sixth or more Additional Cards is \$30 for each Card. Membership Rewards® partners will receive certain information about you in order to provide the benefits of your Membership Rewards account.

X

Signature of Applicant (Please Do Not Print)



Why is this APPLICATION SO EASY?
Because no one would fill it out if it was hard or complicated

1. The annual fees for the Green Card and the Additional Green Cards will be waived for the first year. Then, the annual fee will be \$95 for the Basic Card and \$30 for up to five Additional Cards. The annual fee for the sixth or more Additional Cards is \$30 for each Card.
2. Terms and conditions for the Membership Rewards* program apply. Visit membershiptrewards.com/terms or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice.

IMPORTANT INFORMATION REGARDING RATES, FEES

Payment Information

All charges made on this charge card are due and payable when you receive your periodic statement.

Fees

Annual Membership Fee	\$0 for the first year, then \$95.
Transaction Fees	2.7% of each transaction after conversion to U.S. dollars.
Penalty Fees	Up to \$35; however, if you do not pay for two consecutive billing periods, your fee will be \$35 or 2.99% of the past due amount, whichever is greater. Up to \$35.

TERMS AND CONDITIONS

By submitting this application, you are requesting us to open an Account in your name and to issue Card(s) as you direct. Only qualified individuals 18 or over may apply for an Account. This offer is available to U.S. Residents, excluding Puerto Rico and the U.S. Virgin Islands.

You promise that the information you provide on this application is accurate. You authorize us to verify this information and to obtain reports from consumer reporting agencies. You authorize us and our affiliates and subsidiaries to share information we have about you at any time for marketing and administrative purposes as permitted by law. Upon request, we will tell you if we have received a consumer report and the name and address of the agency that provided it.

When you use your Account (or sign or keep the Card), you agree to the terms of the Cardmember Agreement that will be provided to you. Your Cardmember Agreement includes an arbitration provision, which impacts your opportunity to have claims related to the account heard in court or resolved by a jury, and to participate in a class action or similar proceeding.

We may change the Cardmember Agreement subject to applicable law. We may do this in response to the business, legal, or competitive environment. Changes to some terms may require 45 days' advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Cardmembership.

Additional Cards: Additional Cardmembers do not have accounts with us, but they can use your Account subject to the terms of the Cardmember Agreement. You are responsible for all use of your Account by Additional Cardmembers and anyone they allow to use your Account. You must pay for all charges they make. You authorize us to give Additional Cardmembers information about your Account and to discuss it with them.

Patriot Act Notice: Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account, including your name, address, date of birth and other information that will allow us to verify your identity.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

In Applicant, if married, may apply for a separate account.

PRESCREEN & OPT-OUT NOTICE: This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not continue to meet those criteria, or any applicable criteria bearing on your credit worthiness established prior to your selection, or if the application is altered, or any required information on it is not complete, accurate or verifiable. Additionally, this offer is not guaranteed if you apply after the expiration date, you have responded to another offer from us within the last 90 days, or you have been approved for another product from us. If you do not want to receive prescreened offers of credit from us and other companies, call the consumer reporting agencies toll free at 1-888-5-OPTOUT; or write to TransUnion Name Removal Option, P.O. Box 505, Woodlyn, PA 19094; Experian Information Solutions, P.O. Box 919, Allen, TX 75103; or Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123.

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Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	0% introductory APR for 18 months from date of account opening. After that, your APR will be 12.99% . This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	0% introductory APR for 18 months from date of account opening when transfers are completed within 4 months from date of account opening. After that, your APR will be 12.99% . This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	25.24% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	Up to 29.99% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you: (1) Make a late payment or (2) Make a payment that is returned. How Long Will the Penalty APR Apply? If your APRs are increased for either of these reasons, the Penalty APR will no longer apply to existing balances on your account if you make the next six consecutive minimum payments when due. However, the Penalty APR may apply to new transactions indefinitely.
Paying Interest <i>Grace Period</i>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than 50 cents.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .

Fees

Annual Fee	None
Transaction Fees	<ul style="list-style-type: none"> • Balance Transfer Either \$5 or 3% of the amount of each transfer, whichever is greater. • Cash Advance Either \$10 or 5% of the amount of each cash advance, whichever is greater. • Foreign Purchase Transaction 3% of each purchase transaction in US dollars.
Penalty Fees	<ul style="list-style-type: none"> • Late Payment Up to \$35. • Returned Payment Up to \$35.

How We Will Calculate Your Balance: We use a method called "daily balance (including current transactions)." See enclosed Additional Disclosures for more details.

Loss of Introductory APR: We may end your introductory APR and apply the Penalty APR if you make a late payment.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the enclosed Additional Disclosures.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

Don't miss
This ever

Terms and Conditions Continued:

Fees that Vary by State:

Late Payment Fee: Up to \$35 (Up to \$15 for residents of Iowa at time of account opening).

Returned Payment Fee: Up to \$35 (Up to \$15 for residents of Iowa at time of account opening).

Terms and Conditions Authorization: I understand that the use of any credit card account opened or any card issued in connection with this offer will constitute my acceptance of and will be subject to the terms and conditions of these Terms and Conditions and the Cardmember Agreement that will be sent to me. I agree to be responsible for all charges incurred according to the Cardmember Agreement. I understand that after my account is opened, the terms of my account are subject to change as provided in the Cardmember Agreement. I agree that if I am not approved for a Signature account that I may be approved for a Platinum account.

About Your Application and This Offer: If at the time of your application you do not meet the credit or income criteria previously established for this offer, or the income you report is insufficient based on your current obligations, we may not be able to open an account for you or you may receive a Platinum card. Platinum benefits differ from Signature benefits. You also understand that if your application is approved for an account, the APR and the type of account that you receive will be determined based on your creditworthiness. Please review the materials provided with the Cardmember Agreement you will receive after account opening for more details. Omission of any information requested on this application may result in a denial of credit. This offer is available only to applicants who are permanent residents of the United States, with the exception of Puerto Rico. This offer is not available to you if you have requested or applied for a credit card account with us in the past 90 days. This offer may not be available to you if you already have or have had a credit card account with us. This offer is non-transferable. If we receive your application after the expiration date or the name or address stated on the offer differs from the information you submit to us, we will treat this application as a non-pre-qualified application. Depending on our review of your application and credit history, we will assign a generous credit line, the minimum being \$250.

PRE-SCREEN & OPT-OUT NOTICE: This "pre-screened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive pre-screened offers of credit or insurance from this and other companies, call the consumer reporting agencies toll-free 1-888-567-8688 or write: Options Equifax, Inc., P.O. Box 740123, Atlanta, GA 30374-0123, Experian Consumer Opt-Out, 701 Experian Parkway, Allen, TX 75013, and TransUnion Opt-Out Request, P.O. Box 505, Woodlyn, PA 19094-0505.

*** Changes to Account and Benefits Terms:** We reserve the right to change the APR and other account terms in accordance with the Cardmember Agreement, Delaware law, and the Federal Truth in Lending Act. We also reserve the right to change the benefits and features associated with the card or the account.

*** About Your Credit Report and Your Credit Performance:** You agree that Barclays has the right to obtain a current credit report in connection with our review of your application and, subsequently, in connection with a requested charge to any account with us, the renewal of your account, or a change in your credit line; and that we have the right to report to others our credit experience with you. Upon your request, we will tell you the name and address of each consumer reporting agency from which we obtained a consumer report about you. After your account is opened, we will periodically review your credit performance. If you do not maintain your credit performance, we may change your account terms.

How the Variable APRs on Your Account will be Determined: The APRs on your account will be determined each billing cycle by adding a margin to the Prime Rate (which will be the highest rate published in the Money Rates column of *The Wall Street Journal* on the last business day of each month). See your Cardmember Agreement for more detail. The APRs noted in the Interest Rates and Interest Charges section are current as of 08/22/2011 using a Prime Rate of 3.25%.

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you apply for an account, we will ask for your name, street address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see copies of identifying documents.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes, or court order under Section 766.70 adversely affects the interest of the creditor, Barclays Bank Delaware, unless the Bank, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the Agreement, Statement or Decree, or has actual knowledge of the adverse provision. IF I AM A MARRIED WISCONSIN RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF MY MARRIAGE OR FAMILY.

Balance Transfers. Here's How it Works: To request a balance transfer please enter the 15 or 16 digit account number from the MasterCard, Visa, American Express, or Discover Card account that you want us to process a balance transfer to. Upon approval of your application we will provide you with your Cardmember Agreement and to the extent permitted by your credit line we will process the requested balance transfer payment to the credit card account(s) which you have requested. If the total amount you request exceeds the assigned credit line on this account, we may either decline the request or send a partial payment to your creditor(s) in the order you provided them to us. The amount of available credit on your account will be reduced by the amount of the balance transfer and the related balance transfer fees. We reserve the right to decline to process any requested balance transfer. We will not process a request to transfer a balance from any other account you may have with us. Balance transfers incur interest from the transaction date and they do not have the same charge back rights as transactions conducted with a credit card.

A balance transfer may take up to 4 weeks to post to your other credit card accounts. Continue to pay each creditor until the balance transfer appears on the other account as a credit. If you would like to complete a balance transfer from another account that is not a Visa, MasterCard, American Express, or Discover card, please call the phone number on the back of your new credit-card once you are approved.

About Us and This Credit Card Program: This credit card program is issued and administered by Barclays Bank Delaware, located in Wilmington, Delaware. Any credit card account opened in response to this application shall be governed by the laws of the State of Delaware. Visa is a registered trademark of Visa USA, Inc. and is used by us pursuant to a license.

The information contained in these disclosures is accurate as of 08/22/2011 and may change after this date.

Account Protector Disclosure Terms: Account Protector will cancel your minimum monthly payments for up to 24 months for Involuntary Unemployment, Disability, or Hospitalization, up to 3 months for Life Events (birth or adoption of a child, marriage, divorce, retirement, relocation or purchase of new home, a leave of absence, enroll as a full-time college student, experience a natural disaster), or 1 month for a Payment Holiday (experience any hardship that affects your ability to make your monthly minimum payment).

Summary of Important Program Terms

Account Protector is optional. Whether or not you enroll in Account Protector will not affect your application for credit or the terms of an existing credit agreement you have with Barclays. We will give you additional information including the Account Protector Terms and Conditions before you are required to pay. The cost is \$.99 per \$100 of your statement balance on the statement closing date. You may cancel Account Protector within 30 days after enrollment and receive a full refund if you are charged for the product. There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits. For instance, for the unemployment benefit you must be employed in a full-time (30 or more hours per week) non-seasonal occupation as of the date of loss. For disability benefits you must be unable to work for at least 30 consecutive days. You should carefully read the information for a full explanation of the terms.

Express Delivery: If you are approved for an account your card will be sent via next day FedEx delivery after your account is opened if the request is made before 3:00pm EST of that day. If the request is made after 3:00pm EST delivery will be made the following day. Delivery will be made only to your home address and a signature is required. If you added an additional card user(s) on your application the additional card(s) cannot be express delivered.

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Terms and Conditions

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	13.24%, 16.24%, or 19.24% when you open your account, based on your creditworthiness. <i>← They don't tell you.</i> This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	0% introductory APR for the first fifteen billing cycles after account opening. After that, your APR will be 13.24%, 16.24%, or 19.24% based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	25.24% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	Up to 30.24%, based on your creditworthiness. This APR may be applied to your account if you: 1) Make a late payment; 2) Go over your credit limit; 3) Make a payment that is returned; or 4) Do any of the above on another account you have with us. This APR will vary with the market based on the Prime Rate. How Long Will the Penalty APR Apply? If your APRs are increased for any of these reasons, the Penalty APR will no longer apply to existing balances if you make the next 6 consecutive payments when due. <i>The Penalty APR will apply to other balances indefinitely. — Forever</i>
How to Avoid Paying Interest on Purchases	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00. (\$0.50 for residents of Iowa at time of account opening).
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .

Fees

Annual Fee	\$0
Transaction Fees:	<ul style="list-style-type: none"> Balance Transfer Cash Advance The purchase of a money order, travelers' check, foreign currency, lottery ticket, gambling chip, or wire transfer is a cash advance Foreign Transaction
	Either \$10 or 4% of the amount of each transfer, whichever is greater. (During the first fifteen billing cycles after account opening, either \$10 or 3% of the amount of each transfer, whichever is greater). Either \$10 or 5% of the amount of each cash advance, whichever is greater. Either \$10 or 5% of the amount of each transaction, whichever is greater. 3% of each transaction in U.S. dollars.
Penalty Fees:	<ul style="list-style-type: none"> Late Payment Over-the-Credit-Line Returned Payment
	Up to \$35 (the amount of the fee varies by state, see back for more details) <i>\$0. WHY?</i> Up to \$35 (the amount of the fee varies by state, see back for more details)

How We Will Calculate Your Balance: We use a method called "daily balance (including new purchases)". If you are a resident of Iowa at the time the account is opened, we use a method called "average daily balance (including new purchases)".

Loss of Introductory APR: We may end your Introductory APR and apply the Penalty APR if you make a late payment.

The only way to win the game

Any account effects the others

They want you to go over for more fees