

Offer 1 page 1



Now, you can get more of the **rewards you want and earn trips faster** with the Capital One® VentureOneSM Card.

You'll earn **1.25 miles for every \$1 you spend** on every purchase, every day. What's more, there's **no annual fee.**



You can **redeem your miles for ANY travel expense** - airline tickets, hotel rooms, car rentals, vacation packages and more. Fly free on **any airline**, **anytime** with no blackout dates. Just use your card to pay, then contact us to redeem your miles and reimburse the cost of your trip.

Plus, you'll get 10,000 bonus miles when you spend \$1,000 in the first three months!

Make earning and redeeming rewards faster, easier and more rewarding. Apply for your VentureOne card today.

Sincerely,

Michael Redentsa

Michael Robertson, Director of Venture Rewards

P.S. Reply by August 30, 2010, to start earning more miles with **no annual fee!**

3 EASY WAYS TO APPLY



For personal service, call **1-800-514-4568**



Visit application.capitalone.com



Reservation#. 001-1288-0015-62394 Access Code 029934

CAPITAL DIVE TIMPORTANT DI	Card Center, F.O. Box 30264, Sait Lake City, 01 64130-7642	
Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Purchases	0% introductory APR through your 05/2011 billing period.	
	After that, your APR will be 17.9%. This APR will vary with the market based on the Prime Rate.	
APR for Transfers	17.9%. This APR will vary with the market based on the Prime Rate.	
APR for Cash Advances	24.9%. This APR will vary with the market based on the Prime Rate.	
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances and transfers on the transaction date.	
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.	
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		
Transfer	3% of the amount of each transfer, with no maximum.	
Cash Advance	None.	
Penalty Fees		
Late Payment	Up to \$39.	
Over-The-Credit-Limit	None.	
Returned Payment	None.	

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How Do You Calculate My Balance? We use a method called "average daily balance (including new purchases)." See enclosed Additional Disclosures for details.

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

And I Plicible For This Office? To be elicible for this office your appual income must be greater than your appual rept/mortage payments and you must meet the

Am I Eligible For This Offer? To be eligible for this offer, your annual income must be greater than your annual rent/mortgage payments and you must meet the conditions listed in the enclosed Additional Disclosures.

What Will My APR Be If I Transfer A Balance? Any balances that you transfer on or before June 1, 2011, will receive your Transfer APR. They will be posted to the Special Transfer segment of your account, and will be subject to the Transfer fee. Any balances that you transfer after that date will receive your Purchase APR and will be posted to the Purchase segment of your account.

Can You Change My Account Terms? We can change the terms of your account as permitted by law. When required, we will send you notice before doing so.

How Do You Calculate My Variable Rates? Your variable rates may change when the Prime rate changes. We calculate variable rates by adding a percentage to the Prime rate published in *The Wall Street Journal* on the 25th day of each month. If the *Journal* is not published on that day, then see the immediately preceding edition. Variable rates on the following segment(s) will be updated monthly and will take effect on your next billing period: Non-Introductory Purchase APR: Prime plus 14.65%; Transfer APR: Prime plus 14.65%; Cash Advance APR: Prime plus 21.65%.

How Do You Determine My Credit Line? We determine your revolving credit line based on your credit history and information you provide on your application, including your transfer request(s). The minimum revolving credit line is at least \$5,000.

What Happens If I Go Over My Credit Line? Any amount that we may allow you to spend above your revolving credit line will be due in your next statement, but we will not charge you an overlimit fee.

What Are The Daily Periodic Rates Used To Calculate My Interest? The daily periodic rate for your Introductory Purchase APR is 0.00000%, Non-Introductory Purchase APR is 0.04904%, Transfer APR is 0.04904%, and Cash Advance APR is 0.06822%. See How Do You Calculate the Interest Charge? in the enclosed Additional Disclosures for more details.

How Do You Calculate My Minimum Payment? If your balance is less than \$15, your minimum payment will equal your balance. Otherwise, your minimum payment will be the greater of \$15 or 1% of your balance plus interest (periodic finance charges) and late payment fees. If your Account is 180 days past due, part of a bankruptcy proceeding or otherwise charges off, the entire balance is due immediately.

Refer to the "Additional Disclosures & Terms and Conditions" enclosed for additional important disclosures and rewards information.

IMPORTANT INFORMATION REGARDING RATES, FEE, AND OTHER COST INFORMATION

Interest Rates and Interest Charges				
Annual Percentage Rate (APR) for Purchases	14.50% This APR will vary with the market based on the Prime Rate.			
APR for Balance Transfers	9.99% introductory APR for the first 12 months on balance transfers requested within 30 days of account opening.			
	After that, your APR for those transactions and any other balance transfer requests, if we accept them, will be 14.50% . 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	27.24% This APR will vary with the market based on the Prime Rate.			
	This APR will apply to your account if you: 1) Make one or more late payments; or 2) Make a payment that is returned			
	How Long Will the Penalty APR Apply? If the Penalty APR is applied for any of these reasons, it will apply for at least 12 billing periods in a row, and will continue to apply until after you have made timely payments, with no returned payments, for 12 billing periods in a row.			
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you 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.			
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 Membership Fee	\$0 for the first year, then \$95.			
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 3% of the amount of each transfer, whichever is greater. Either \$5 or 3% of the amount of each cash advance, whichever is greater. 2.7% of each transaction after conversion to US dollars.			
Penalty Fees • Late Payment • Returned Payment	\$19 if balance is less than \$250; \$39 if balance is \$250 or more \$38			

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." **Loss of Introductory APR:** We may end any Introductory APR and apply the Penalty APR if you make a late payment.

Variable APRs for each billing period are based on the Prime Rate published in *The Wall Street Journal* 2 days before the Closing Date of the billing period. *The Wall Street Journal* may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published. If the Prime Rate increases, variable APRs will increase. In that case, you may pay more interest and have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period. Variable APRs are accurate as of 5/25/2010.

AMERICAN ECRESS

DG2-0610-TC6

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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 US Residents, excluding Puerto Rico and the US 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. You are responsible for all use of your account, including use of your Account by Additional Cardmembers and anyone you or they allow to use your Account.

We may change the terms of, or add new terms to, the Cardmember Agreement at any time, subject to applicable law. We may apply any changed or new terms to any existing and future balances on your Account, subject to applicable law.

Additional Cards: You must notify Additional Cardmembers that we may obtain, provide, and use information about them and that their use of your Account is subject to certain provisions of the Cardmember Agreement. We may seek payment from Additional Cardmembers for Charges they make or authorize if you do not pay us.

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.

Balance Transfers: We will debit your Card account for the total approved balance transfer amount. A balance transfer request will be declined if the requested amount plus fees exceeds your available credit line. Total balance transfers cannot exceed \$25,000 in a 180-day period. We will not initiate any balance transfers until at least ten days after we have mailed or otherwise provided the Cardmember Agreement to you. In some cases, it may take up to six weeks to complete a balance transfer. Please be sure to make all minimum payments on any account from which you are transferring a balance until the balance transfer is credited to that account. You are responsible for maintaining those accounts in good standing and for closing them if you choose. You authorize us to verify the status and balance of those accounts. You cannot transfer balances from any other account issued by American Express or its affiliates. Additional Cardmembers may not request or authorize balance transfers. We reserve the right to deny a balance transfer request for any reason.

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.

New York residents may contact the New York Banking Department to obtain a comparative list of credit card rates, fees, and grace periods by calling 1-800-518-8866.

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

Express Cash: We may enroll your Card in the Express Cash feature, which provides access to participating ATMs for cash advances. If your Card is enrolled, we will send you a letter that includes a Personal Identification Number (PIN).

SkyMiles is a Registered Trademark, Marca Registrada, Marque Deposee. Delta trademarks (including Delta and Delta logo) are registered, or registrations are applied for, in countries of the world served by Delta Air Lines, Inc. © 2010. All SkyMiles program rules apply to SkyMiles program membership, miles, offers, mile accrual, mile redemption and travel benefits. To review the rules, please visit delta.com/memberguide. Offers void where prohibited by law.

The Gold Delta SkyMiles® Credit Card is issued by American Express Bank, FSB. © 2010 American Express Bank, FSB. All rights reserved.

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under the Fair Credit Billing Act. This notice tells you about your rights and our responsibilities Your Billing Rights: Keep This Document For Future Use.

What To Do If You Find A Mistake On Your Statement.

If you think there is an error on your statement, write to us at

P.O. Box 30279

Salt Lake City, UT 84130-0279

In your letter, give us the following information:

- Account information: Your name and account number
- describe what you believe is wrong and why you believe it is a Dollar amount. The dollar amount of the suspected error.

 Description of problem: If you think there is an error on your bill,

You must contact us:

- At least 3 business days before an automated payment is scheduled Within 60 days after the error appeared on your statement.
- and you may have to pay the amount in question. but if you do we are not required to investigate any potential errors You must notify us of any potential errors in writing. You may call us, if you want to stop payment on the amount you think is wrong.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- 1. Within 30 days of receiving your letter, we must tell you that we corrected the error. received your letter. We will also tell you if we have already
- 2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit

After we finish our investigation, one of two things will

If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount

> amount we think you owe. is due. We may then report you as delinquent if you do not pay the send you a statement of the amount you owe and the date payment amount in question, along with applicable interest and fees. We will

those organizations know when the matter has been settled between you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of must write to us within 10 days telling us that you still refuse to pay. If If you receive our explanation but still believe your bill is wrong, you anyone to whom we reported you as delinquent, and we must let

first \$50 of the amount you question even if your bill is correct If we do not follow all of the rules above, you do not have to pay the

Your Rights If You Are Dissatisfied With Your Credit Card Purchases.

To use this right, all of the following must be true: correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. purchased with your credit card, and you have tried in good faith to If you are dissatisfied with the goods or services that you have

- 1. The purchase must have been made in your home state or within mailed to you, or if we own the company that sold you the goods or necessary if your purchase was based on an advertisement we must have been more than \$50. (Note: Neither of these are 100 miles of your current mailing address, and the purchase price
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not quality.
- 3. You must not yet have fully paid for the purchase. purchase, contact us in writing at If all of the criteria above are met and you are still dissatisfied with the

Capital One

P.O. Box 30279 Salt Lake City, UT 84130-0279

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our pay, we may report you as delinquent decision. At that point, if we think you owe an amount and you do not

Things You Should Know About This Card

excess of your minimum payment to higher Annual Percentage Rate mnimum payment to pay off lower-rate balances before paying off higher-rate balances. We will apply any portion of your payment in How Do You Apply My Payment? We will apply your balances before lower ones.

> interest charges will be assessed. There is no grace period on cash unpaid balance from a previous bill advances, special transfers, or on any new transaction when there is an charges applied and you do not pay your next bill in full, prorated purchases, 2) balance transfers, 3) special purchases and 4) other minimum grace period of 25 days with no interest charge on all new 1) you pay your "New Balance" in full by the due date, you will have a charges. If you have been paying your account in full with no interest

or 3) first calendar day of the billing period. Interest charges accrue on not assess interest charges at any time. to the proper segment of your Account. However, we reserve the right to every unpaid amount until it is paid in full. This means you may owe did not do so for the previous month. Unpaid interest charges are added interest charges even if you pay the entire "New Balance" one month, but from the 1) date of the transaction, 2) date the transaction is processed How Is The Interest Charge Applied? Interest charges accru

multiplying the result by the number of days in the billing period. Due to segment of your account, we calculated your total interest charge by rounding or a minimum interest charge, this calculation may vary multiplying your average daily balance by the daily periodic rate and slightly from the interest charge actually assessed. How Do You Calculate The Interest Charge? For each

of 1%, not to exceed the maximum allowed by applicable law. If the daily periodic rates and corresponding Annual Percentage Rates increase, the interest charge will increase and your minimum payment Annual Percentage Rates by 365 and round to the nearest 1/100,000th We determine your daily periodic rate by dividing the corresponding

credits for that segment as of that day. However, if you paid your previous month's balance in full (or if your balance was zero or a credit charge on the previous day's balance. 2) Subtract any payments and purchase segments are not added to the daily balances. Also, amount), new transactions which post to your purchase or special To determine your Daily Balance for each segment: 1) take the ransactions that are subject to a grace period are not added to the daily beginning balance and add in new transactions and the periodic interest

together and 2) divide the sum by the number of days in the billing cycle. To determine your Average Daily Balance: 1) add the daily balances

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o help the government fight the funding of terrorism and rill ask for your name, address, date of birth and other neans for you: When you apply for or open an account, we istitutions to obtain, verify and record information that noney laundering activities, Federal law requires all financia nformation that will allow us to identify you. lentifies each person who opens an account. What this APPLYING FOR OR OPENING A NEW ACCOUNT

Things You Should Know About This Rewards Program

How Do I Redeem My Rewards For Travel? There are two

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ways to redeem your miles:

1) You can contact our Rewards Center toll free to book your travel. Or,

You can purchase your travel (anywhere you choose—online, in account to call our Rewards Center or redeem your miles online at of the travel purchase. www.capitalone.com/nohasslerewards to get reimbursed for the cost then have 90 days from the date your travel purchase posts to your person, or over the phone) with your No Hassle Rewards card. You'li

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of the travel purchase. Here's how it works: The number of miles you need for travel varies, and depends on the cost

Simply multiply the cost of your travel purchases by 100. For example, if your ticket costs \$200, you'd multiply that by 100 to determine you need 20,000 miles to redeem.

account and see a complete description of current redemption offers you can visit www.capitalone.com/nohasslerewards to register your information regarding these redemption rates. As an Account holder offer online, you can call the phone number provided to get additional vary and are subject to change without notice. If you received this offer in name merchandise and more. Rates for these other redemption options Travel? You can also redeem your miles for cash, gift cards, brand-Can I Redeem My Rewards For Something Other Than information regarding these redemption rates. If you are reviewing this the mail, you can call the application number provided for additional

from U.S. Cash accounts, you may not transfer rewards to them. Points accounts. Please note: while you may receive rewards transfers Is My Account Eligible To Transfer Rewards? Yes. You can transfer your rewards between this account and other U.S. Miles or

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nark. All rights reserved. Products and services offered by ©2010 Capital One. Capital One is a federally registered service www.capitalone.com upports information privacy protection: see our Web site at apital One Bank (USA), N.A., member FDIC. Capital One

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lease retain this brochure for your records

Please retain this brochure for your records

1 am applying to Capital One Bank (USA), N.A. (Capital One) for a credit card account. To qualify, I understand:

ADDITIONAL DISCLOSURES & TERMS AND CONDITIONS

- Approval is based upon satisfying Capital One's credit standards.
- I must be at least 18 years of age and have a valid social security I may be ineligible if I have responded to a previous offer for a number, unless otherwise specified
- credit card issued by Capital One within the last 45 days or if I have been approved for a previous Capital One offer.

With respect to this offer, I acknowledge that:

- I authorize Capital One to check my credit and employment history and to answer questions about its credit experience with me.
- If I am applying for a Transfer Request, I authorize Capital One to that can be transferred under my assigned credit line. understand Capital One will advise me if it is unable to process my transfers and Capital One will process only those Transfer Requests responsible for any charges billed to me by other creditors for the payment request for any reason. In addition, Capital One will not be amount up to the total amount listed on my Transfer Request. I listed for transfers. I understand that I am applying for a transfer bill my approved Capital One credit card account for the amount(s)
- If I am approved, Capital One may contact me from time to time Customer Agreement For example, when I give Capital One my dialer (autodialer). including prerecorded messages, at that number from Capital One mobile telephone number, I agree to receive calls and messages, regarding my Card and Account as described in my Capital One and their authorized agents including with an automatic telephone
- I will receive the Capital One Customer Agreement and am bound by its terms and all future revisions.
- This offer is nontransferable and void to residents of GU, PR, VI and all other U.S. dependent areas.
- The terms of this offer may not be applied to existing Capital One accounts.
- Capital One will retain my response form whether or not it is approved.
- I understand that, unless the offer discloses a specific credit line, One after review of my application and other information. the exact amount of my credit line will be determined by Capital
- An applicant, if married, may apply for a separate account.
- Certain restrictions apply to the card benefits in this offer. Full details will be mailed to you upon approval.
- Everything that I have stated in this application is correct to the best of my knowledge.
- This is not a business account

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may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Ohio Residents: Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

New York and Vermont Residents: Capital One may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department (1-800-518-8866) for a comparative list of credit card rates, fees and grace periods.

Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.

Things You Should Know About This Rewards Program

How Do I Earn Rewards? You'll earn 1.25 miles per dollar on net purchases (purchases minus any credits or returns) only. Checks used to access your account will not earn rewards.

How Do I Earn Additional Bonus Rewards? You'll earn 10,000 bonus miles if you spend at least \$1,000 within 3 months of your rewards membership enrollment date. We'll apply your bonus within two billing cycles of qualifying for this bonus.

Will My Rewards Ever Expire? Your rewards are yours for the life of the account-they won't expire. But if your account is closed, you'll lose any rewards you haven't redeemed.

Is There A Limit To The Amount Of Rewards I Can Earn? There's no cap to the amount of rewards you can earn on

What Happens To My Rewards If I Pay Late? If your account does not have late payment fees, you will not lose any rewards for making late payments. If a late fee is charged to your account, you will lose any rewards applied to your rewards balance during the billing cycle containing the fee. Please see the important disclosures to determine whether your offer includes fees for late payments.

L.L.Bean

Earn unlimited \$10 Coupons for L.L.Bean

when you use the L.L.Bean® Visa® Card¹

0% intro APR on Balance Transfers for the first **12** months

After that, you will have a variable APR of 9.99% – 17.99% depending upon your creditworthiness²

As our valued customer, you're pre-qualified³ for the L.L.Bean Visa Card. It lets you earn unlimited \$10 Coupons from your everyday spending. Use them to get your favorite L.L.Bean merchandise ... at any L.L.Bean store and online! Plus enjoy other great benefits ...

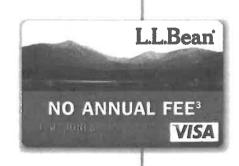
FREE SHIPPING - Save on every order!1

FREE RETURN SHIPPING — We'll pick up the shipping charge.¹

FREE MONOGRAMMING – Put your personal touch on L.L.Bean items.¹

EARN \$10 COUPONS – They arrive in your statement automatically as you earn them.

VISA ACCEPTANCE – Earn L.L.Bean rewards everywhere you shop.'



ACCEPT INSTANTLY ONLINE BY September 10, 2010: Ilbeanrewards.com/9608

Plus, save money with a 0% introductory APR on all Balance Transfers for the first 12 months after your account is opened.²



045-21197-001896598-T7048-P199

01-1416-LZ

You can choose to stop receiving "pre-screened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See <u>PRE-SCREEN & OPT-OUT NOTICE</u> on the enclosed Terms and Conditions for more information about pre-screened offers.

FASTEST Visit Ilbeanrewards.com/9608

Call 866-640-4536

Return the form below

1 Important Information About The L.L.Bean Outdoor Advantage Program*:

Upon application approval, your L.L.Bean Visa Card credit card Account ("Card") will be issued by Barclays Bank Delaware ("Barclays"). To be eligible to participate in the L.L.Bean Outdoor Advantage Program ("The Program"), the Cardmember must keep their Account open and in good standing, be a consumer (no corporations etc. may participate) and reside in the United States. L.L.Bean is solely responsible for establishing the terms and conditions of your participation in The Program and reserves the right to modify, amend or terminate The Program at any time. See Program Guidelines.

Free Shipping: Free shipping applies to L.L.Bean's regular shipping within the contiguous United States for L.L.Bean orders paid for by the use of the Card. Orders to AK, HI, and U.S. Territories will be shipped via USPS. Free shipping does not apply to overnight service or home delivery freight charges on furnishings or other special items nor is it valid for Direct to Business orders or International orders. Orders paid for exclusively with Coupons do not qualify for free shipping. Savings depend on the dollar amount of your order.

Free Return Shipping: Free regular return shipping applies to items purchased at L.L.Bean and requires the use of the L.L.Bean Designated Return Label(s) included with your order. Returns from APO/FPO addresses must use the L.L.Bean USPS Designated Return Label. Free return shipping does not apply to items requiring freight shipping nor is it valid for Direct to Business items or items returned from U.S. Territories or International locations. Free return shipping may be restricted if the number of items returned in the prior one year period exceeds the number of items purchased within that time.

Free Monogramming: Free monogramming service ("Monogramming") applies to those items which have been purchased at L.L.Bean by using the Card and for which Monogramming is offered. Monogramming is defined as the machine stitching of up to ten spaces or one "sports figure" per line using one thread color in the availability of the styles L.L.Bean offers. Monogramming is free for multiple lines as space permits on each individual item. Monogramming does not apply to Direct to Business orders or international orders.

L.L.BEAN COUPON DOLLARS AND COUPONS:

A Cardmember in good standing earns "Coupon Dollars" in the following amounts based upon the percentage for the type of purchase transaction charged to the Card:

(a) 3% on all qualifying net retail transaction purchases at L.L.Bean (valid only at L.L.Bean's businesses in the U.S. and excluding L.L.Bean Outdoor Discovery School

["Discovery School"] course purchases).

- (b) 10% on the enrollment fee of each Discovery School course purchased.
- (c) 0.5% on all other net retail transaction purchases.

Coupon Dollar earnings are based on the new net retail transaction activity (i.e., purchases less credits, returns and adjustments) charged to the Card during each periodic billing cycle. Please see complete Outdoor Advantage Program Guidelines for transactions that do not qualify for Coupon Dollars including fees, interest or finance charges and other transaction charges. Fractions of Coupon Dollars will be rounded to the 100th decimal place and are subject to verification. Eligible purchases may be made by the Cardmember(s) and/or any authorized user(s) of the Card.

Coupon Dollars will be itemized on the Cardmember's periodic statement and will indicate the total number of Coupon Dollars earned, Coupon(s) issued and Coupon Dollars carried over during the statement month. Each time a Cardmember earns ten (10) Coupon Dollars, a ten dollar (\$10) Coupon will automatically be issued with the statement. Coupons expire twelve (12) months from the date of issue. Coupon Dollars that total less than ten (10) will carry over to your next statement. The total value of your L.L.Bean purchase made with Coupon(s) must equal or exceed the total value of the Coupon(s). Coupon Dollars cannot be returned to The Program once they have been converted into a Coupon. There can be no partial use of a Coupon and in no event are Coupons or any part thereof convertible to cash or cash equivalent. Coupon Dollars and Coupons shall have no cash or monetary value. Coupon Dollars and/or Coupons may not be used to pay off or pay down any Barclays Account.

Other Restrictions:

Other restrictions apply. Upon approval, please review the L.L.Bean Outdoor Advantage Program Guidelines that will arrive with your new card for complete details. L.L.Bean and the Outdoor Advantage Program are federally registered trademarks of L.L.Bean, Inc.

Visa is a registered trademark of Visa International Service Association, and is used pursuant to license from Visa U.S.A. Inc.

- 2 The 0% introductory APR on balance transfers is applicable for the first 12 billing cycles after the account is opened. At the end of the introductory period the APR for all balance transfer balances will be either 9.99%, 13.99% or 17.99%, which will be determined at account opening based on the card and APR that your qualify for. This APR will vary with the market based on the Prime Rate. **There is a fee for balance transfers.** See Terms and Conditions for more information about how subject to applicable law, your APRs may increase if you pay late, go over your credit limit or a payment is returned for non payment. For information about rates, fees, the Annual Fee, other costs, and the reward program rules and benefits associated with the use of this credit card program, please see the Terms and Conditions.
- 3 Offer subject to credit approval. If at the time of your application you do not meet the credit 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. This offer is available to new Cardmembers only. For information about rates, fees, other costs, the reward program rules (including accrual rate, bonus awards, etc.) and benefits associated with the use of the credit card program, please see the enclosed Terms and Conditions.

Information Sharing:

Barclays' Privacy Policy is available online at www.BarclaycardUS.com. You agree that Barclays Bank Delaware and L.L.Bean, Inc. ("L.L.Bean") may share your name, contact information and experiential and transaction information, as well as information necessary to administer the L.L.Bean Outdoor Advantage Program[®] in conjunction with the L.L.Bean Visa Card.

Terms and €nditions

milerest hates and interest Charges	
Annual Percentage Rate (APR) for Purchases	9.99%, 13.99%, or 17.99% when you open your account, based on your creditworthiness.
	This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	0% introductory APR for the first twelve billing cycles after account opening.
·	After that, your APR will be 9.99% , 13.99% , or 17.99% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	21.99%
	This APR will vary with the market based on the Prime Rate.
Penalty APR and When it	Up to 30.24%, based on your creditworthiness.
	This APR may be applied to your account if you:
	2) Go over your credit limit;3) Make a payment that is returned; or
	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. The Penalty APR will apply to other balances indefinitely.
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 lowa 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

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Federal Reserve Board

a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard.

Annual Fee	\$0
Transaction Fees:	
Balance Transfer	Either \$10 or 4% of the amount of each transfer, whichever is greater.
Cash Advance	Either \$10 or 4% of the amount of each cash advance, whichever is greater.
 The purchase of a money order, travelers' check, foreign currency, lottery ticket, gambling chip, or wire transfer is a cash advance 	Either \$10 or 4% of the amount of each transaction, whichever is greater.
Foreign Transaction	3% of each transaction in U.S. dollars.
Penalty Fees:	
Late Payment	\$15 - \$39.95 (the Late Payment fee varies by state, see back for more details)
 Over-the-Credit-Line 	\$0
Returned Payment	\$15 – \$39.95 (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 lowa 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.

Terms and Conditions Continued:

es that Vary by State:

(\$15 for residents of lowa at time of account opening). **Late Payment Fee:** Based on your balance as of the day the fee is assessed, **\$19.95** if balance is **\$0–\$**99.99; **\$39.95** if **\$**100 or ove

Returned Payment: \$39.95 (\$15 for residents of lowa at time of account opening).

Agreement. I understand that after my account is opened, the terms of my account are subject to change as provided in the Cardmember Agreement that will be sent to me. I agree to be responsible for all charges incurred according to the Cardmembei Agreement. I understand that after my account is opened, the terms of my account are subject to change as provided in the with this offer will constitute my acceptance of and will be subject to the terms and conditions of these Terms and Conditions and Cardmember Agreement. Terms and Conditions Authorization: I understand that the use of any credit card account opened or any card issued in connection

credit line, the minimum being \$250. as a non-pre-qualified application. Depending on our review of your application and credit history, we will assign a generous 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 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 applicants who are permanent residents of the United States, with the exception of Puerto Rico. This offer may not be available more details. Omission of any information requested on this application may result in a denial of credit. This offer is available only to receive will be determined based on your creditworthiness. Please review the materials provided with your Cardmember Agreement to account for you. You also understand that if your application is approved for an account, the APR and the type of account that you established for this offer, or the income you report is insufficient based on your current obligations, we may not be able to open 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 ar

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, indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want PRE-SCREEN & OPT-OUT NOTICE: This "pre-screened" offer of credit is based on information in your credit report

features associated with the card or the account. 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

performance, we may change your account terms. report about you. After your account is opened, we will periodically review your credit performance. If you do not maintain your credi Upon your request, we will tell you the name and address of each consumer reporting agency from which we obtained a consumer 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 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

Interest Charges section are current as of 06/21/2010 using a Prime Rate of 3.25%. 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* or the last business day of each month). See your Cardmember Agreement for more detail. The APRs noted in the Interest Rates and

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

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. 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, 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,

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

Visa, MasterCard, American Express, or Discover card, please call the phone number on the back of your new credit card once you 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 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

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 06/21/2010 and may change after this date.

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

Protector within 30 days and receive a full refund. There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits. You should carefully read the information for a full explanation of the terms. Conditions before you are required to pay. The cost is \$.99 per \$100 of your monthly outstanding balance. You may cancel Account 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 the bank. We will give you additional information including the Account Protector Terms and

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. 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, **Express Delivery:** If you are approved for an account your card will be sent via next day FedEx delivery after your account is opened

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THE PARTY TO UNIVERSE on purchases and balance transfers, 13.24% variable APR after that

\$50 TO START | 5% CASH BACK

You're Pre-Approved for The AARP® Visa® Card from Chase. The card for people who weren't born yesterday.

Dear .

The AARP Visa Card from Chase has been designed to give AARP members real savings on all the things you purchase everyday - with no limit to the amount of cash back you can earn. You're Pre-Approved for an AARP Visa Card from Chase, the only credit card program endorsed by AARP that also provides you with extra protection and tools for long-term financial health. And, save with a 0% Intro APR on purchases and balance transfers, but not cash advances, for 6 months; after that a variable 13.24% APR. The balance transfer fee is 3% of the amount transferred, with a minimum of \$5. Plus, you will enjoy no annual fee year after year.

Ongoing Cardmember Discounts - Starting with 5% Cash back on EVERY purchase. Take advantage of the first six months and watch your cash back add up five times faster than normal. There is no limit to how much you can earn.

- Get \$50 cash back Start off with 5,000 bonus points after your first purchase.²
- Get 5% cash back³ on all your purchases for the first 6 months.⁴
- Earn 1% cash back on all other purchases.⁴
- Redemption items include cash back starting at 2,500 points or gift cards with as little as 1,000 points.

Built-in Protection at no extra cost. Your card comes with extra security and protection features that allow you to use your card with confidence.

- Return Protection Coverage You can get a refund up to \$250 for any eligible return the store won't accept for the first 60 days after purchase.5
- Price Protection Coverage If you purchase an eligible item and see it advertised for less within 60 days, we will refund the difference up to \$250.5
- Extended Protection Coverage Automatically doubles the manufacturer's warranty for up to one full year.5
- Purchase Protection Coverage Your eligible purchases are protected from theft or damage up to \$250 for the first 60 days.5

Tools to enhance your financial health. There's an easier way to keep your financial health strong. Your card comes with exclusive tools and services designed for AARP members that will help simplify your day-to-day finances.

- Dedicated 24-Hour U.S. based team of Service Advisors specially trained in the needs of AARP members to provide the highest quality service
- Year-end financial summaries to help manage your budget and keep you on the right financial path
- Free guide developed specially for AARP members with tips for healthy financial living
- Access to exclusive online tools and financial calculators created to help you manage your account

Respond today for the AARP Visa Card from Chase.

Sincerely.

Deb Walden Executive Vice President Customer Experience Chase Card Services

Respond by September 13, 2010

Visit GetTheChaseCard.com **Complete Certificate below**

Call Chase: 1-888-325-7918

2112 **VISA**

The only credit card program endorsed by AARP

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See PRESCREEN & OPT-OUT NOTICE in the

Two Easy Steps to Transfer Balances

You can transfer balances from other accounts.

- Write the account number of your other credit or store card(s) and the exact amount of the balance(s) you wish to transfer in the Balance Transfer Option on your enclosed Certificate.
- Contact your other credit or store card issuers to close your other accounts if you wish.
 AARP Visa Card from Chase may be the only card you need.

Balance transfers are contingent upon issuance of your account with us. Balance transfers will be applied to your account and sent to your designated payee(s) 13 days after your account is opened. During this time period you may cancel or modify your balance transfer request by calling the number on the back of your card. Each transfer will reduce your available credit just like any other transaction. You will see a payment for the amount transfer is any take up to three weeks to set up your new account with us and process the balance transfer(s), so you may still need to make payments to your other accounts to keep them current. The balance transfer fee with this offer is 3% of the amount transferred with a minimum of \$5.00. See the transaction fee(s) shown in the enclosed "Pricing Information." You may receive future ones with encountered with a minimum of \$5.00. See the transaction fee(s) shown in the enclosed "Pricing Information." You may receive future ones with encountered with a minimum of \$5.00 and the process any full or partial balance transfer request and will not process a balance transfer request from any other account or loan that we or any of our affiliates issued, or balance transfer checks made out to cash or to any cardmember. In the event that your request(s) exceed the amount we approve to process, we will fulfill your requests in numeric order as listed in your response. We may not use your total credit line when honoring balance transfers.

- 1 In some instances, we may not be able to open an account for you. Please see the "Notice About this Pre-Approved Offer" section included with this offer for details.
- ² You will receive 5,000 bonus points with this bonus offer, which can be redeemed for a \$50 check. You will qualify for and receive your bonus after your first purchase/first use of the card. First purchase/first use includes purchases, balance transfers, or any checks that are used to access your account, and excludes cash advances. After qualifying, please allow 6 to 8 weeks for bonus points to post to your account. This one-time bonus offer is valid only for first-time cardmembers with new accounts. Previous and existing cardmembers/accounts are not eligible for this bonus offer.
- ³ You are earning your rewards as points. If you choose to redeem for cash back, 1 point equals 1% or \$0.01 cash back. For example, 2,500 points can be redeemed for a \$25 check.
- 4 You will earn 1 base point for each \$1 of net purchases. For the first 6 billing cycles from your enrollment date in the program, you will earn 4 bonus points for each \$1 of net purchases. You do not earn points on balance transfers, cash advances, cash-like charges such as travelers checks, foreign currency, and money orders, any checks that are used to access your account, overdraft advances, interest, unauthorized or fraudulent charges, or fees of any kind, including fees for products that protect or insure the balances of your account. There is no maximum number of points that you can accumulate in the program. See Rewards Program Rules and Regulations which will be mailed after your account is established.
- ⁵ Certain restrictions, limitations, and exclusions apply. Once your account is opened, please see your Guide to Benefits for details.

AARP member benefits are provided by third parties, not by AARP or its affiliates. Chase credit cards are issued by Chase Bank USA, N.A. Chase pays a royalty fee to AARP for the use of AARP's intellectual property. These fees are used for the general purposes of AARP. Credit card program terms are subject to change and may have restrictions. Please contact Chase directly for details.

GET CASH BACK.

- Start off with 5,000 bonus points after your first purchase that you can redeem for \$50 cash back.
- Continue to earn 5 points for every purchase you make within the first 6 months – that's 5% cash back.

BUILT-IN PROTECTION AT NO EXTRA COST.

- Return Protection Coverage You can get a refund up to \$250 for any eligible return the store won't accept for the first 60 days after purchase.¹
- Price Protection Coverage If you purchase an eligible item and see it advertised for less within 60 days, we will refund the difference up to \$250.1
- Extended Protection Coverage Automatically doubles the manufacturer's warranty for up to one full year.¹
- Purchase Protection Coverage Your purchases are protected from theft or damage up to \$250 for the first 60 days.¹

ONGOING DISCOUNTS.

- Earn 1 point for every dollar spent on purchases and there is no limit to the amount you can earn¹
- Your rewards appear as points, which are redeemable for cash back – starting at just 2,500 points or gift cards with as little as 1,000 points.

TOOLS TO ENHANCE YOUR FINANCIAL HEALTH.

- Dedicated 24-Hour U.S. based team of Service Advisors specially trained in the needs of AARP members to provide the highest quality service
- Year-end financial summaries to help manage your budget and keep you on the right financial path
- Free guide developed specially for AARP members with tips on healthy financial living
- Access to exclusive online tools and financial calculators created to help you manage your account

Pay off high-rate credit cards with your new AARP Visa Card from Chase... Plus, there's no annual fee.

0% Introductory APR on purchases and balance transfers for 6 months.2

CHOOSE YOUR CARD DESIGN.







Beach Rewards



Graphic Rewards



Graphic Logo on Back

RESPOND TODAY!

Visit GetTheChaseCard.com, complete the enclosed certificate, or call Chase at 1-888-325-7918



PRICING INFORMATION

INTEREST RATES AND INTEREST CHARGES			
Annual Percentage Rate	0% Intro APR for the first 6 billing cycles that your Account is open.		
(APR) for Purchases	After that, 13.24% . This APR will vary with the market based on the Prime Rate. ^a		
APR for Balance Transfers	0% Intro APR for the first 6 billing cycles that your Account is open.		
·	After that, 13.24 %. This APR will vary with the market based on the Prime Rate. ^a		
APR for Cash Advances	19.24%. This APR will vary with the market based on the Prime Rate. ^b		
APR for Overdraft Advances	13.99% (not available in some states).		
Penalty APR and When It	29.99%. This APR will vary with the market based on the Prime Rate.c		
Applies	The Penalty APR will apply to your Account if you:		
	• fail to make any Minimum Payment by the date and time due (late payment);		
	• exceed your credit line;		
	make a payment to us that is returned unpaid; or		
	 do any of the above on another account or loan you have with us or any of our related companies. 		
	How Long Will the Penalty APR Apply: If an APR is increased for any of these reasons, the Penalty APR will apply indefinitely to future transactions. If we do not receive any Minimum Payment within 60 days of the date and time due, the Penalty APR will apply to all outstanding balances and future transactions on your Account; but if we receive six consecutive Minimum Payments when due, beginning immediately after the increase, the Penalty APR will stop being applied to transactions that occurred prior to or within 14 days after we provided you notice about the APR increase.		
How to Avoid Paying Interest on Purchases	Your due date will be a minimum of 25 days after the close of each billing cycle. We will not charge you periodic interest on any portion of new purchases billed to a statement that we allocate such payment to, so long as your current statement shows that we received payment of the entire balance for your previous statement by the time the Minimum Payment was due. You may not be able to avoid interest on new purchases if you have another balance at a higher interest rate, unless you pay your balance in full each month, because we generally allocate payments to higher rate balances first. We will begin charging interest on balance transfers, cash advances, and overdraft advances on the transaction date.		
Minimum Interest Charge	If you are charged periodic interest, the charge will be no less than \$1.00.		
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 Membership Fee	None		
Transaction fees			
Balance Transfers	Either \$5.00 or 3% of the amount of each transfer, whichever is greater.		
Cash Advances	Either \$10.00 or 3% of the amount of each transaction, whichever is greater.		
Foreign Transactions	3% of each transaction in U.S. dollars.		
Penalty Fees			
Late Payment	\$15.00 if the balance is less than \$750.00; \$39.00 if the balance is \$750.00 or more.		
Over-the-Credit-Limit	\$35.00	(2	
Return Payment	\$35.00		
Return Check	\$35.00		

Loss of Intro APR: We will end your introductory APR if any required Minimum Payment is 60 days late, and apply the Penalty APR. This APR will vary with the market based on the Prime Rate.

How We Will Calculate Your Balance: We use the daily balance method (including new transactions).

Prime Rate: Variable APRs are based on the 3.25% Prime Rate as of 06/08/2010.

- a We add 9.99% to the Prime Rate to determine the Purchase/Balance Transfer APR.
- ^bWe add 15.99% to the Prime Rate to determine the Cash Advance APR.
- ^c We add 26.99% to the Prime Rate to determine the Penalty APR. Maximum APR 29.99%.

TERMS & CONDITIONS

Authorization: When you respond to this credit card offer from Chase Bank USA, N.A. ("Chase", "we", or "us"), you agree to the following:

- 1. You authorize us to obtain credit bureau reports in connection with your request for an account. If an account is opened, we may obtain credit bureau reports in connection with extensions of credit or the review or collection of your account. If you ask, we will tell you the name and address of each credit bureau from which we obtained a report about you.
- 2.If an account is opened, you will receive a Cardmember Agreement with your card(s). By using the account or any card, authorizing their use, or making any payment on the account, you agree to the terms of the Cardmember Agreement.
- 3.Rates, fees, and terms may change: We have the right to change the account terms (Including the APRs) in accordance with your Cardmember Agreement.

Notice About this Pre-Approved Offer:

<u>PRESCREEN & OPT-OUT NOTICE:</u> 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 meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free, 1-888-567-8688; or write:

Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123,

Experian Target Marketing, P.O. Box 919, Allen, TX 75013.

TransUnion Opt Out Request, P.O. Box 505, Woodlyn, PA 19094-0505.

Before we approve you for a credit card, we will review your credit report and the information you provide with your response to confirm that you continue to meet the predetermined criteria for this offer. Based on this review, you may not receive a card. If approved for an account, your credit line will be at least \$500. It is possible that certain applicants directly applying for a credit card from us, now or in the future, could obtain cards on the same terms or on more favorable terms than the terms available through this offer.

You must be at least 18 years old to qualify (19 in AL and NE).

We reserve the right to change the benefit features associated with your card at any time.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of the adverse obligation. All obligations on this account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this account to your spouse. Married Wisconsin residents must furnish their (the applicant's) name and social security number as well as the name and address of their spouse to Cardmember Service at P.O. Box 15218, Wilmington, DE 19850-5218.

Replying to this offer: If we receive your response after the expiration date, or the name and address on this offer differ from the information you provide to us, we will treat your response as an application for an account that was not prescreened. If you omit any information on the form, we may deny your request for an account. You must have a valid permanent home address within the 50 United States or the District of Columbia. We cannot process the form if the mailing address has been changed to an address outside that market area.

USA Patriot Act: 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 open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Return your offer in the envelope provided or mail to: Cardmember Service, P.O. Box 15201, Wilmington, DE 19850-5201.