Truth In Lending Disclosure

INTEREST RATES AND INTEREST CHARGES	
ANNUAL PERCENTAGE RATE (APR) for Purchases (Standard Rate)**	As of 10/1/12, the Standard Rate is **17.99%,** which may vary monthly based on the Wall Street Journal Prime Rate.
PENALTY APR AND WHEN IT APPLIES	As of 10/1/12, the Penalty APR is **23.99%,** which may vary monthly based on the Wall Street Journal Prime Rate. This APR may be applied to your account if you ever fail to pay the Minimum Payment Due within 60 days of the Payment Due Date. The Penalty APR will apply until you make six consecutive Minimum Payments when due.*
How To Avoid Paying Interest On Purchases	**NONE.** There is No Grace Period for repayment of the balance of purchases.
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**
Penalty Fees LATE FEE	**Up to $25.00. If the minimum payment is not received by the due date, you will be charged this fee for each occurrence.**

"You" and "your" mean the borrower. " We," "us" or "our" mean the Bank.

How We Calculate Your Balance: We use a method called "Balance Subject to Interest Rate (Average Daily Balance) (including new purchases)."

STATEMENT OF BILLING RIGHTS: YOUR BILLING RIGHTS Keep This Notice For Future Use.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Statement of Account
If you think your Statement is wrong, or if you need more information about a transaction on your Statement, write us on a separate sheet at the address listed on the front of your Statement.
Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first Statement on which the error or problem appeared. You can telephone us, 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.
• Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice
We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the Statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Interest Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your Statement that are not in question. If we find that we made a mistake on your Statement, you will not have to pay any Interest Charges related to any questioned amount. If we didn't make a mistake, you may have to pay Interest Charges and will have to make up any missed payments on the questioned amount. In either case, we will send you a Statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your Statement and we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your statement was correct.

Special Rule for Credit Card Purchases
If you have a problem with the quality of property or services that you purchased with your 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, provided that you purchased the property or services primarily for personal, family, or household purposes. There are two limitations on this right: (a) You must have made the purchase in your home state, or, if not within your home state, within 100 miles of your current mailing address, and (b) the purchase price must have been more than $50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

***If at any time you fail to pay the Minimum Payment Due on your Account within 60 days of the Payment Due Date, the Penalty APR will apply to all existing balances on your Account and all new transactions 45 days after Sheffield provides you with notice of the change to the Penalty APR. Once the Penalty APR applies, if you make any required Minimum Payment Due by the Payment Due Date for six (6) consecutive billing periods, the Standard Rate (rather than the Penalty APR) will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on the next Statement. If your Minimum Payment Due has been modified by a Promotional Offer, once your Account changes to either the Penalty APR or Standard Rate, your Minimum Payment Due will be the greater of $10 or 3% of the original purchase amount, plus any applicable fees and charges as of your Statement's closing date. HOWEVER, if your APR and/or Minimum Payment Due had previously been modified by a Promotional Offer, once the Penalty APR applies, if you make any required Minimum Payment Due by the Payment Due Date for six (6) consecutive billing periods beginning with the first billing period immediately following application of the Penalty Rate, your Promotional Offer will be restored, unless it has expired, and your Account will be returned to the APR, Minimum Payment Due, and any remaining promotional period in effect before the application of the Penalty Rate, but the original Promotional Offer expiration date will not be extended by the Penalty Rate period.**

The Prime Rate used to determine your APR is the most recent Prime Rate published in the "Money Rates" section of The Wall Street Journal on the last business day of the month preceding the first day of each billing period. For example, the prime rate used for the billing period beginning August 1st will be that published on the last business day in July. The Standard Rate APR is determined monthly by adding 10.80% to the Prime Rate, subject to a minimum of 17.99% if the Prime Rate falls below 7.19%. The Penalty APR is determined monthly by adding 19.80% to the Prime Rate, subject to a minimum of 23.99% if the Prime Rate falls below 4.19%.

****A documentation fee of up to $500 may be applied to your account depending on the purchase being made. The documentation fee constitutes an Interest Charge, which will be added to the purchase balance.**

The Promotional Offer, documentation fee and other charges may be negotiated with Merchant/Dealer who may receive a portion of the Interest Charge or other charges and may affect the cost of your loan.

The above information about the costs of the Card was printed on October 1, 2012 and was accurate as of that date. This information may change after that date. To find out what may have changed, write to us at Sheffield Financial, a division of BB&T Financial, FSB, P.O. Box 1704, Clemmons, NC 27012 or call toll-free 1-888-438-8837.

CARDHOLDER AGREEMENT

This constitutes the agreement that governs your revolving credit card account ("Account") with Sheffield Financial, a division of BB&T Financial, FSB ("Bank"). Your credit limit on your Account will be provided to you at the time you receive your credit card ("Card") or will be noted on your monthly billing statement ("Statement"). You understand that the Bank may change your credit limit from time to time at your request (if the Bank approves your request). The Bank has the right to cancel or limit the credit to be extended to you at any time without prior notice. You may use your Card only to purchase goods and services from Bank-authorized merchants that honor the Card, up to your available credit limit. You agree to pay for all purchases made by you and/or others authorized by you, plus any Interest Charges, fees and other charges due on your Account.

By applying for the Card, you authorize the Bank to obtain credit or similar reports in connection with that application and any resulting Account, and from time to time in connection with the review of your Account, or any update, extension or renewals of your Account, and for the purposes of collecting any amounts due on the Account. You further authorize the Bank to verify with others any information contained in your application to open the Account and to provide information about your transactions with the Bank to third parties (including consumer reporting agencies) for lawful purposes.

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

IMPORTANT INFORMATION ABOUT ACCOUNT OPENING PROCEDURES: Federal law requires all financial institutions, prior to opening an account, to obtain, verify and record information that identifies each person who asks to open an account. Thus, when you apply for credit, we will ask for your name, address, date of birth, and other information that will allow us to identify you. Failure to provide the required information may result in denial of your request to open an Account and obtain a Card.

1. Interest Charge: Interest Charges will accrue from the date of the transaction (or, at our option, from the date it is posted to your Account) and will continue to accrue until the transaction is paid in full, unless otherwise provided under a Promotional Offer as explained in **Section 8** below. A documentation fee may be applied to your account. The documentation fee constitutes an Interest Charge, which will be added to the purchase balance. We will use the Balance Subject to Interest Rate (Average Daily Balance) method to compute the periodic Interest Charge. The periodic Interest Charge on your account is figured by applying the Daily Periodic Rate to the Balance Subject to Interest Rate (Average Daily Balance) of your Account (including current transactions). To get the Balance Subject to Interest Rate (Average Daily Balance), we take the beginning balance of such transactions each day and add any new purchase transactions, any unpaid Interest Charges, fees or other charges, and subtract any payments or credits. This gives us the Daily Balance. Then we add together all the daily balances for the billing cycle and this total is divided by the number of days in the billing cycle. This gives us the Balance Subject to Interest Rate (Average Daily Balance).

2. Variable Rates: The Daily Periodic Rate for purchases, which is used to determine your Interest Charges, and the corresponding Annual Percentage Rate for purchases ("Standard Rate"), will be variable rates that may change monthly. The **Daily Periodic Rate** for purchases will be one three hundred sixty-fifth of the most recent Prime Rate published in the "Money Rates" section of The Wall Street Journal on the last business day of the month preceding the first day of each billing period, plus a "Spread" of 10.80 percentage points. Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the month following said change. For example, as of the billing cycle beginning October 1, 2012, the **INTEREST CHARGE** for the Standard Rate would have been a **DAILY PERIODIC RATE of 0.04929%** (corresponding **ANNUAL PERCENTAGE RATE 17.99%**). An increase in the Prime Rate will increase your applicable Daily Periodic Rate for purchases, which may increase your corresponding Interest Charge and the Minimum Monthly Payment due on your Account**.** If you do not make the required Minimum Payment Due on your Account within 60 days of the Payment Due Date or are otherwise deemed to be in default on your Account under **Section 12** of this Agreement, the DAILY PERIODIC RATE will be one three hundred sixty-fifth of the most recent Prime Rate published in the "Money Rates' section of The Wall Street Journal on the last business day of the month preceding the first day of each billing period, plus a "Spread" of 19.80 percentage points. Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the month following said change. For example, as of the billing cycle beginning October 1, 2012, the **INTEREST CHARGE** for the Penalty APR would have been a **DAILY PERIODIC RATE of 0.06573%** (corresponding **ANNUAL PERCENTAGE RATE OF 23.99%**) ("Penalty APR**")** and all Promotional Offers or low rate plans will immediately be suspended. Once the Penalty APR applies, if you make any required Minimum Payment by the Payment Due Date in six consecutive billing periods, the next Statement you receive will reflect the Standard Rate (rather than the Penalty APR) which will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement. HOWEVER, if your **APR** has been modified by a Promotional Offer, once the Penalty APR applies, if you make any required Minimum Payment Due by the Payment Due Date for six (6) consecutive billing periods <u>beginning with the first billing period immediately following application of the Penalty Rate</u>, your Promotional Offer will be restored, unless it has expired, and your **APR** will be returned to the **APR** in effect before the application of the Penalty Rate**,** but the original Promotional Offer expiration date will not be extended by the Penalty Rate period.

3. Minimum Payments: You agree to pay at least the Minimum Payment Due reflected on your Statement by the Payment Due Date. The Minimum Payment Due is the greater of $10 or 3% of the original purchase amount, plus any applicable fees and charges as of your Statement's closing date unless otherwise specified in a Promotional Offer. If your Account includes balances arising from more than one purchase transaction, the Minimum Payment Due will be the sum of the amounts calculated for each payment transaction as stated above. If your account is ever in default, the Minimum Payment Due will be calculated as all past due amounts plus 3% of the sum of all original balances, Interest Charges, and any other fees or charges. HOWEVER, if your Minimum Payment Due has been modified by a Promotional Offer, once the Penalty APR applies, if you make any required Minimum

Payment Due by the Payment Due Date for six (6) consecutive billing periods beginning with the first billing period immediately following application of the Penalty Rate, your Promotional Offer will be restored, unless it has expired, and your Minimum Payment Due will be returned to the Minimum Payment Due in effect before the application of the Penalty Rate but the original Promotional Offer expiration date will not be extended by the Penalty Rate period.

4. Late Fee: If the Minimum Payment Due is not received in full by the Payment Due Date on the Statement, the Bank will charge you a Late Fee up to $25.00 per occurrence. At the Bank's option, such late fee will be immediately due and payable. Any unpaid Late Fee will be added to your Account balance.

5. Skip Pays and Deferrals: At Bank's option, your Account may allow the use of "Skip Pay" opportunities. The use of a Skip Pay will result in a fee of $35 plus the continued accrual of Interest Charges. At Bank's option, a Payment Deferral may be granted, which will result in a fee of $35 plus the continued accrual of Interest Charges. Any of these amounts, if unpaid, will be added to the Account balance for the next billing period. Following any Skip Pay or Payment Deferral, your payment will be due on the next following due date and will be reflected in your monthly statement. Skip Pays or Payment Deferrals WILL NOT extend the original expiration date of any Promotional Offer or low rate plan.

6. Statements; Crediting of Payments: (a) The Bank will send a Statement for your Account to your address on the Bank's records each month**.** Your Statement will include instructions for you to follow in making payments, which may affect the crediting of your payments. Payments received after 5:00 p.m. EST on any banking day will be credited to your Account on the next banking day. Payment must be made in U.S. dollars drawn on a U.S. financial institution located in the U.S. Credit to your Account may be delayed up to five days if payment is: (i) not received at the payment processing center address shown on the billing statement ("Payment Address"); or (ii) not accompanied by a remittance coupon. Delayed crediting may cause you to incur a Late Fee and additional Interest Charges, or may cause your Account to be subject to the Penalty APR.

(b) Except as provided in **Section 7(c)** below, all payments must be mailed or delivered to us at the Payment Address. All payments must be made by check or money order. You may not mail us cash. You agree that any payment may not be deemed received by us and may be returned to you if your check or money order is: (i) not drawn in U.S. dollars on funds on deposit in the U.S.; (ii) missing a signature; (iii) drawn with different numeric and written amounts; (iv) restrictively endorsed; (v) postdated; or (vi) not paid on presentment.

(c) If you choose, you may make payment on your Account by one of the following methods:

An automatic, monthly ACH debit to your checking account. To request a DirectPay Enrollment Form or obtain additional information, you may call toll-free 1-888-438-8837. There is no charge for this service.
A single-entry ACH debit ("Draft") to your checking account. This request can be made either by telephone or, if available, through the Internet. You will be required to provide your Account number and other information for authentication purposes. There is no charge for this service unless such payment involves a customer service representative of Bank, in which case applicable charges will apply. To make a payment or request additional information, you may call toll-free 1-888-438-8870, visit our website www.sheffieldfinancial.com, or call our automated Sheffield Express24 at 1-800-735-1903.
A one-time charge to a separate credit card account owned by you. The credit card must be of a type accepted by us. This request can be made either by telephone or, if available, through the Internet. You will be required to provide your Account number and other information for authentication purposes. There is no charge for this service unless such payment involves a customer service representative of Bank, in which case applicable charges will apply. To make a payment or request additional information, you may call toll-free 1-888-438-8870, visit our website www.sheffieldfinancial.com, or call our automated Sheffield Express24 at 1-800-735-1903.

(d) We can accept late or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked "paid in full", "without recourse", or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be sent to Sheffield Financial, a division of BB&T Financial, FSB, P.O. Box 1704, Clemmons, NC 27012.

(e) We have the right to apply payments to your Account in any manner we determine in accordance with applicable law.

7. Promotional Offers: Notwithstanding any other provisions of this Agreement, the Bank may occasionally, at its option, make a promotional offer in connection with a specific type of purchase ("Promotional Offer"). Specific terms of a particular purchase made under a Promotional Offer will be indicated on or with your sales slip at the time of your purchase. Purchases made under Promotional Offers also will be shown separately on your Statement. You must pay at least the Minimum Payment Due, including any applicable fees and charges, shown on your Statement while any Promotional Offer is in effect. Balances under any Promotional Offer may be combined, at the Bank's option, with balances under your standard terms upon the expiration of any deferred or specified time period applicable to the Promotional Offer**. If you default under this Agreement, the Bank may revoke its consent to the deferral of any Minimum Payments Due and/or accrual of Interest Charges, immediately and without any notice. HOWEVER, if your APR and/or Minimum Payment Due had previously been modified by a Promotional Offer, once the Penalty APR applies, if you make any required Minimum Payment Due by the Payment Due Date for six (6) consecutive billing periods beginning with the first billing period immediately following application of the Penalty Rate, your Promotional Offer will be restored, unless it has expired, and your Account will be returned to the APR, Minimum Payment Due, and any remaining promotional period in effect before the application of the Penalty Rate, but the original Promotional Offer expiration date will not be extended by the Penalty Rate period.** If you accept a Promotional Offer on your Account, you acknowledge and agree that the terms of the Promotional Offer will modify and become part of this Agreement. The standard provisions of this Agreement apply to all transactions not subject to a Promotional Offer.

8. Security Interest: You hereby give the Bank, a security interest in any purchase including Internet, telephone, and mail order purchases made by you or any person you authorize to use the Account, together with all spare or replacement parts or accessories now or hereafter incorporated on or into any Property Collateral, together also with any insurance or extended warranty written in connection therewith, and all proceeds thereof, additions thereto, or substitutions therefor. You further agree that the Bank, may file any financing statements, lien entry form or other document showing the security interest of Bank, in the purchase and proceeds thereof without your signature. In the event state law requires your signature, you agree to join in executing all necessary financing statements or other documents in a form satisfactory to the Bank. **You also authorize the Bank to charge your account for any necessary fees to effect the filing of any financing statement or the recording of any lien.** If you default under this Agreement, we may, to the extent permitted by law, take possession of the goods charged to your Account, sell the goods and apply the proceeds to your unpaid Account balance. Any one purchase will remain as security for all purchases until such time as that purchase is completely paid for, and you agree that your payments will be deemed applied as stated in **Section 7(e)** of this Agreement.

9. INSURANCE: You will keep the Property Collateral insured at all times with the type of insurance and in such manner as Bank requires. You shall pay all premiums for such insurance when they are supposed to be paid so the insurance will not lapse. If the Property Collateral is damaged or destroyed, you understand that it is your loss and not Bank's. If you do not keep the required insurance in force or do not pay the premiums when due, Bank can force place collateral protection insurance which does not provide liability coverage, but which insures Bank's interest in the Property Collateral with a policy written for the remaining term of your loan and backdated to the date of any lapse in coverage. You authorize Bank to obtain coverage as contained in Bank's program of insurance and collateral protection policy as in effect from time to time, the terms of which are incorporated herein by reference, which coverage will be limited to the least of the cost to repair or replace any Property Collateral with another of like kind and quality, actual cash value or the net payoff on the Account. You authorize Bank to obtain this coverage and acknowledge Bank will earn a commission for placing this insurance. Bank may add the cost of this coverage to the outstanding balance of the Account and it shall bear interest at the Standard Rate until paid. However, you understand that Bank does not have to cover the Property Collateral with insurance. If Bank does not insure the Property Collateral, none of Bank's rights or remedies against you will be prejudiced. You agree that only the primary debtor will receive notices regarding insurance matters and corresponding modifications to your payment schedule, if any. Any amount Bank pays for you will be secured by the security interest you have granted to Bank. All insurance proceeds under any insurance policy shall be payable to Bank for the amount of any money you owe to Bank. You will deliver to Bank the insurance policy or policies or a certificate of insurance, which may be applicable for insurance which you obtain. You give and assign to Bank any unearned insurance premiums which may be returned on cancellation of any insurance policy. You appoint Bank as your attorney-in-fact to settle any insurance claim and to endorse any draft or check which may be payable to you so as to collect any unearned insurance premiums or insurance proceeds. You understand that all insurance proceeds and returned insurance premiums received by Bank will be applied against the money you owe Bank and any balance remaining will be paid to you. Bank owes you no fiduciary duty as to claims or placing insurance.

10. Credit Authorization: Purchases made with your Card will require our prior authorization. You may be asked by the retailer/merchant/dealer to provide identification. If for any reason we are unable to authorize a transaction, we will not be liable to you, even if you have sufficient available credit. We are not responsible for any refusal by a retailer/merchant/dealer to accept or honor the Card. Further, if this is a joint account, at the request of one cardholder or upon the receipt of inconsistent instructions, we may, at our option and without notice, refuse to authorize transactions on the Account. No cash refunds will be made to, or accepted by, you with respect to any adjustments for, or return of, goods or services purchased. Any adjustment, return or refund in connection therewith shall be accomplished only by credit to your Account with Bank authorization. If the retailer/merchant/dealer discloses a policy such as "no returns", "no refunds", "as is", etc., you will be bound by that policy when you use your Account to purchase goods or services from that retailer/merchant/dealer.

11. Liability for Unauthorized Use: You may be liable for the unauthorized use of your Card. You agree to notify us immediately if you believe that your Card is lost or stolen or being used without your consent. You may notify us in writing at Sheffield Financial, a division of BB&T Financial, FSB, P.O. Box 1704, Clemmons, NC 27012, or by calling us toll-free at 1-888-438-8837 of the loss, theft or possible unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us. In any case, your liability will not exceed $50. Prior to the date this Agreement begins, you will not be liable for any use of the Card after its loss or theft. However, unauthorized use does not include use by a person to whom you have given authority to use the Card and you will be liable for all use by that person.

12. Default: You will be in default of this Agreement if you (a) fail to pay your Minimum Payment Due within 60 days of the Payment Due Date; (b) file for bankruptcy; (c) become subject to attachment, foreclosure, repossession, lien, judgment or garnishment proceedings that effect any of your accounts with the Bank directly or indirectly ; (d) give us misleading, false, incomplete or incorrect information or signature; (e) fail to give us any information we reasonably deem necessary; (f) sell, lease, transfer, make a gift of, create a lien upon, or otherwise dispose of the goods in which we have a security interest; (g) move out of the U.S. or provide us with a non-U.S. mailing address; (h) present any non-cash item (e.g., check, draft, etc.) to us as payment on this account that is dishonored; (i) noncompliance with or nonperformance of any of the terms of this Agreement or any other agreement you have with us; (j) act in any other manner that makes us reasonably feel insecure about the Account; or (k) if our security interest is otherwise in danger of being lost or destroyed. If you are considered in default of the Agreement, subject to applicable law, we have the right without demand or notice to require immediate payment of the full balance, including any accrued or unpaid Interest Charges, and other fees, including any collection fees and reasonable attorney's fees, and to immediately terminate your credit privileges under this Agreement. We also can increase the interest rate on the Account to the Penalty APR, reduce your credit limit, suspend any Promotional Offer, bring an action to collect all amounts owed, repossess any goods purchased with your Card, or take any other action allowed by, or assert any other rights and remedies we may have under, applicable law. If we repossess any goods purchased with your Card, we may charge you for any repossession costs including, but not limited to: necessary repairs, storage fees, and costs of sale as allowed by law. We may sell repossessed goods in any commercially reasonable manner and proceeds from the sale of repossessed goods will be applied against amounts owing. We will pay the surplus, if any, to you, and you shall remain liable for any deficiency or other amounts unpaid.

13. **Termination of Your Account:** The Bank may terminate your credit privileges at any time and for any reason subject to the requirements of applicable law. You also may terminate your Account at any time by writing Sheffield Financial, a division of BB&T Financial, FSB, P.O. Box 1704, Clemmons, NC 27012. Subject to the requirements of applicable law, your notice will become effective when the Bank receives it. Balances outstanding under this Agreement when credit privileges or this Account is terminated will continue to accrue Interest Charges until all balances are paid in full, and will continue to be subject to all the terms and conditions of this Agreement. Upon the Bank's request, you agree to destroy your Card(s) immediately.

14. Authorization of Communication Regarding your Account: You authorize us to contact you electronically by e-mail or by telephone regarding your Account. Subject to any limitations or prohibitions of applicable law, you agree that such telephone calls may be automatically dialed and that a recorded message may be played and that such calls are not unsolicited telephone calls for the purposes of any state or federal law. Your telephone conversations with our employees or agents may be monitored and/or recorded for quality assurance purposes. Use of your account will signify your consent to the use of an automatic dialing announcing device, monitoring, and/or recording.

You may choose to receive your Statement electronically through an email notification instead of through the U.S. Postal Service. To request an Electronic Billing Enrollment Form or obtain additional information, you may call toll-free 1-888-438-8837. There is no charge for this service.

15. Entire Agreement: You agree that this Agreement (as amended from time to time in writing) and your Application constitute the final expression of the agreement between you and the Bank and that this Agreement may not be contradicted by evidence of any prior, contemporaneous or subsequent oral agreement between you and the Bank. The retailer/merchant/dealer and their employees have no authority to change, add to or explain the terms of this Agreement except with respect to Promotional Offers, as expressly provided in this Agreement. For more information or questions, you may call toll-free 1-888-438-8837.

16. Governing Law: This agreement and your account shall be governed by, and interpreted under, federal law and to the extent applicable, the laws of

Georgia involving contracts made and to be performed in Georgia without reference to principles of conflict of laws. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by federal and, to the extent applicable, Georgia law. This Agreement is entered into between you and us in Georgia. We make decisions about granting credit to you from, and extend credit to you under this Agreement from Georgia. Federal and Georgia law also shall apply to any controversy, claim or dispute arising from or relating in any way to the subject matter of this agreement and/or your account, including, but not limited to, statutory, contract, equitable and tort claims.

17. Signature: Your signature and address on the Application represents your signature and address on this Agreement.

18. ARBITRATION: IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL A PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Any claim or dispute ("Claim") by either you or us against the other arising from or relating in any way to your Account, this Agreement or any transaction conducted at the Bank or any of its affiliates, will, at the election of either you or us, be resolved by binding arbitration. This arbitration provision governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any other legal theory and whether such Claim seeks as remedies money damages, penalties, injunctions or declaratory or equitable relief. Claims subject to this arbitration provision include Claims regarding the applicability of this provision or the validity of this or any prior Bank Services Agreement. As used in the provision, the term "Claim" is to be given the broadest possible meaning, and includes Claims that arose in the past or arise in the present or future. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. This means that even if a class action lawsuit or other representative action, such as those in the form of a private attorney general action, is filed, any Claim related to the issues of such lawsuits will be subject to arbitration if you or we so elect. Claims subject to arbitration also include Claims that are made as counter claims, crossclaims, third party claims, interpleaders or otherwise. Notwithstanding this arbitration provision, if you have a Claim that is within the jurisdiction of the small claims court, you may file your Claim there. Any appeal from a decision of a small claims court shall be subject this arbitration provision.

The arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association ("AAA"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer-Related Disputes. To start an arbitration, you or we must give notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. Our notice to you may be provided to you at your last known address or at such other address as we may have in our records; your notice to us shall be given to: Arbitration Administrator, BB&T Legal Department, P.O. Box 1255, Winston-Salem, NC 27102. All fees and costs are allocated pursuant to the rules of the AAA. The arbitrator may award any fees, cost, and expenses including attorney's fees, as permitted by the administrator's rules. If there is a conflict between the rules and procedures of the administrator and any term in this arbitration provision, the terms of this arbitration provision shall prevail. You or the Bank may bring a summary or expedited motion to compel arbitration of any Claim or to stay the litigation of any Claims pending in any court. Such a motion or action may be brought at any time. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration.

You may obtain a copy of the current rules of the arbitration administrator, including information about arbitration, fees, and instructions for initiating arbitration by contacting the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017. Phone: 800-778-7879. Web site; www.adr.org.

You and the Bank each agree that under this Agreement, you and the Bank are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code ("FAA") and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages (to the extent not limited by this Agreement), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision and the administrator's rules.

Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. However, we will consider in good faith any reasonable written request for us to bear the cost of your appeal. We will pay any fees or expenses we are required by law to pay or in order to make this arbitration provision enforceable.

This arbitration provision shall survive termination or suspension of the Account or this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or Agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

NOTICE

A. YOU MAY AT ANY TIME PAY YOUR TOTAL INDEBTEDNESS UNDER THIS AGREEMENT.
B. YOU WILL NOT SIGN THIS AGREEMENT BEFORE YOU READ IT.
C. YOU ARE ENTITLED TO A COMPLETE COPY OF THIS CARDHOLDER AGREEMENT, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. YOU WILL KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
D. ANY NOTICE REQUIRED TO BE GIVEN BY THIS AGREEMENT, BY LAW, OR DESIRED TO BE GIVEN BY BANK, SHALL BE DEEMED GIVEN IF AND WHEN POSTED IN THE UNITED STATES MAIL, POSTAGE PREPAID, ADDRESSED TO YOU AT YOUR LAST KNOWN ADDRESS AS SHOWN ON BANK'S RECORDS. IT IS YOUR RESPONSIBILITY TO ENSURE BANK HAS YOUR CORRECT MAILING ADDRESS AT ALL TIMES. FAILURE TO NOTIFY BANK IN A TIMELY MANNER OF ANY CHANGE OF ADDRESS OR ERROR IN ADDRESS WILL NOT VOID ANY OF THE BANK'S RIGHTS OR RELIEVE YOU OF ANY RESPONSIBILITIES UNDER THIS CARDHOLDER AGREEMENT.
E. **THE BANK CAN CHANGE THE TERMS OF, ADD NEW TERMS TO, OR DELETE TERMS FROM THIS AGREEMENT AT ANY TIME BY GIVING YOU NOTICE OF THE CHANGE, ADDITION OR DELETION AS REQUIRED BY APPLICABLE LAW.** AS PERMITTED BY APPLICABLE LAW, ANY CHANGE, ADDITION, OR DELETION TO THIS AGREEMENT WILL BECOME EFFECTIVE AT THE TIME STATED IN THE NOTICE AND, UNLESS THE NOTICE STATES OTHERWISE, THE CHANGE, ADDITION, OR DELETION WILL APPLY TO ALL OUTSTANDING BALANCES ON YOUR ACCOUNT AS WELL AS TO NEW TRANSACTIONS.

BB&T

FACTS

WHAT DOES BB&T DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and investment experience
- account balances and transaction history
- payment history and credit history

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BB&T chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does BB&T share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus; or, as permitted by law	**Yes**	**No**
For our marketing purposes— to offer our products and services to you	**Yes**	**No**
For joint marketing with other financial companies	**Yes**	**No**
For our affiliates' everyday business purposes— information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes— information about your creditworthiness	**Yes**	**Yes**
For our affiliates to market to you	**Yes**	**Yes**
For nonaffiliates to market to you	**No**	**We don't share**

To limit our sharing

Call **1-888-800-3420** — our menu will prompt you through your choices.

Please note:
If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions

Call 1-888-800-3420

Who we are	
Who is providing this notice?	This notice is provided by certain specific companies* in the BB&T Corporate family, such as banks, consumer finance companies, securities broker-dealers, investment advisors, and mortgage companies.

What we do	
How does BB&T protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees are bound by our Code of Ethics and policies to access consumer information only for legitimate business purposes and to keep information about you confidential.
How does BB&T collect my personal information?	We collect your personal information, for example, when you • open an account or provide account information • apply for a loan or seek advice about your investments • give us your employment history We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include financial companies such as banks, consumer finance companies, securities broker-dealers, insurance agencies, investment advisors, clearing firms, and mortgage companies.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Nonaffiliates we share with can include government entities, credit bureaus, insurance companies, companies that perform marketing services on our behalf, and companies that assist in servicing your loan(s) or account(s) with us.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Our joint marketing partners include financial institutions such as insurance companies and financial product or service marketing companies.*

Other Important Information

You may have other privacy protections under some state laws. We will comply with applicable state laws as to information about you, including medical information.

*Accounts with California addresses will be treated as if you opted out of joint marketing arrangements.

*Accounts with Vermont addresses will be treated as if you opted out of sharing information among our affiliates and opted out of joint marketing arrangements.

*BB&T Companies providing this notice are: BB&T Credit Services, Inc., BB&T Financial, FSB, BB&T Investment Services, Inc., Branch Banking and Trust Company, Lendmark Financial Services, Inc., Lendmark Financial Services of West Virginia, Inc., Lendmark Mortgage and Finance, Inc., Regional Acceptance Corporation, Scott & Stringfellow, LLC, Sterling Capital Management, LLC.