

**BANK SERVICES
AGREEMENT**

BB&T

BANK SERVICES AGREEMENT

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A. GENERAL LEGAL AGREEMENT

This Agreement governs all accounts between Branch Banking and Trust Company (herein referred to as "Bank," "we," "our," or "us") and its clients (whether one or more, herein referred to as "Depositor," "you" or "your"). When you open or maintain an account with the Bank, you are agreeing to the terms of this Agreement. It is a legally binding contract. The terms of this Agreement, including pricing or other changes to your account, may be amended from time to time by the Bank. Amendments to this Agreement will be accomplished by written notice to you. The notice may be included in or on your account statement. The notice may state that there has been a change to your account and instruct you to pick up a revised agreement at your local branch. Continued use of your account following notice of amendment or a change to the account constitutes your acceptance of such changes. This agreement and the terms herein supersede any prior agreements, representations or understandings you may have had with any previous financial institution, whether made orally or in writing. Please keep a copy of this Agreement for your reference.

The schedule of fees, maintenance charges and minimum balance requirements for each deposit account is contained in a separate document called the "Personal Services Pricing Guide." The Guide, as it may be amended from time to time, is incorporated herein by reference.

Any waiver of the terms of this Agreement must be in writing and signed by the parties making the waiver. Any failure by the Bank to insist upon the Depositor's strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any breach shall not affect the right of the Bank to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement. If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

B. ARBITRATION AGREEMENT

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 A 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.

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 with 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 Agreement. As used in this arbitration 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 only. This means that even if a demand for class arbitration, class action lawsuit or other representative action, including a private attorney general action, is filed, any Claim related to the issues of such lawsuits will be subject to individual arbitration. Claims subject to arbitration also include Claims that are made as counterclaims, cross-claims, 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 provid-

ed 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.

C. OWNERSHIP OF ACCOUNTS

The following provisions describe the rules applicable to the various types of deposit accounts available. Not all accounts may be available in your area or through the method in which your account was opened. Please contact a Bank representative for more information.

You agree that when you open an account, the titling of the account is proper, and that the Bank has no responsibility to inform you as to how the titling may affect your legal interests. If you have any questions as to the legal effects of an account, you should consult with your own attorney or advisor. You further agree that you are solely responsible for meeting all of the requirements for establishing and maintaining the type of account you desire and ensuring that you have properly completed any applicable documents or forms. You agree to sign the documentation necessary to create the proper ownership of your account.

- 1. INDIVIDUAL.** Any account may be owned by a Depositor individually subject to the terms of this Agreement and applicable law. In the Bank's discretion, you may authorize another person to write checks on the account without granting an ownership interest in your account by use of an authorization form acceptable to the Bank.
- 2. JOINT.** The co-owners of a joint account are those persons who have signed the signature card as joint owners. Each joint owner appoints the other as his or her agent to deposit, withdraw and conduct any business on the joint account, including, but not limited to, pledging or encumbering the account. Any joint owner may appoint an attorney-in-fact for the account but we reserve the right to require the consent of all joint owners. Acting as agent, any joint owner can endorse for deposit a check, draft or other payment order

made payable to any other joint owner. You agree that each joint owner may withdraw or transfer, by any means the Bank makes available, any or all of the funds on deposit, close the account, place or remove a stop payment order, or create an overdraft in the account (which the Bank may collect from any joint owner). Each joint owner authorizes the Bank to exercise setoff and enforce its security interest in the entire joint account even though only one of the joint owners is the debtor. These rights exist irrespective of who contributes funds to the joint account. The Bank is not bound by the knowledge of, and has no duty to inquire as to, the source of funds deposited into the joint account and each joint owner shall have an equal and undivided interest in the entire account. Any notices, which we are required to send to you, will be deemed adequate if delivered to any co-owner. (In Maryland joint accounts whenever established, are subject to the provisions of Section 1-204 of the Annotated Code of Maryland, Financial Institutions Article).

Joint With Survivorship. If a joint account is either designated or determined to be with the right of survivorship, upon the death of any joint owner, the surviving joint owner shall be entitled to any funds remaining in the account at the time of death. Distribution of the funds upon the death of any joint owner will be subject to the provisions of any applicable state law.

Joint Without Survivorship. If a joint account is either designated or determined to be without the right of survivorship, upon the death of any joint owner, that owner's equal share in the account belongs to his or her estate and the surviving joint owner shall be entitled to the remaining funds. Distribution of the funds upon the death of any joint owner will be subject to the provisions of any applicable state law.

3. **PAYABLE ON DEATH (P.O.D.).** A P.O.D. account is a revocable account held in the name of one or more persons as owner(s) with one or more persons designated as beneficiaries or P.O.D. payees where the relationship is established by the form of account as designated on the signature card and not by separate written agreement. During the owner's lifetime, the funds in the account are the property of the owner(s) and the owner(s) can take any proper action with respect to the account or the funds in the account including changing the designated beneficiary or P.O.D. payee. You agree that a change in beneficiaries is effective only upon a change to the signature card and that the Bank may rely only upon such signature card to determine the proper beneficiaries. Payment of funds upon an owner's death shall be in accordance with the signature card and any applicable state law.
4. **UNIFORM TRANSFERS TO MINORS.** An account designated on the signature card as "Uniform Transfers to Minors" or "Uniform Gift to Minors" account shall be governed by applicable state law. The signature card shall name a custodian who shall have authority on behalf of the minor to make withdrawals from, deposits to and otherwise transact business in the account. No ownership rights or interest in the account is granted to the custodian. The custodian must notify the Bank in writing immediately upon the death of the minor or at the time the minor attains the age of majority. Before it receives such notice, the Bank may honor any checks or drafts written on the account without incurring any liability to the minor or any third party and the custodian will be liable to the Bank for any loss or expense it incurs because of failure to give prompt notice. The Bank may rely on the custodian's authority to act on behalf of the minor until the Bank has received written notice that a successor custodian has been duly appointed or that the custodian's authority has been otherwise terminated in accordance with applicable law. Upon reaching the age of majority, the minor will be entitled to the funds in the account consistent with applicable state law.
5. **FIDUCIARY.** Fiduciary accounts are only available to a court appointed individual acting as guardian, personal representative, trustee, custodian or conservator. The fiduciary's capacity must be designated as such on the signature card. The Bank is authorized to follow the directions of the fiduciary regarding the account until it receives written notice that the fiduciary's authority has been terminated in such a manner as is satisfactory to the Bank and the Bank has had reasonable time to act upon that notice. The terms of any trust agreement, court order, or other document under which the account is opened will govern the account, and the Bank has the right, but not the obligation, to review any such document. The Bank assumes no liability for the administration of any trust or fiduciary relationship whether or not the Bank has been provided with a copy of such document, and we shall not be liable to anyone for the misapplication of funds from an account by an agent, fiduciary, trustee or custodian.

6. **WRITTEN TRUST.** Written trust accounts are established by a legally enforceable trust agreement. You represent that you are authorized under applicable law and the governing documents to open the account in the name and manner requested. The Bank will not read or attempt to interpret these trust documents. The Bank will have no duty to monitor the accounts of the trustee and assumes no liability for the administration of the trust.
7. **PERSONAL AGENCY (NC ONLY).** An account designated on the signature card or other written contract as a "Personal Agency Account" is governed by the provisions of N.C.G.S. 53-146.3 or its successor. The signature card or other written contract shall name an agent who shall have authority on behalf of the Depositor to make, sign or execute checks drawn on the account or otherwise make withdrawals or transfers from the account; endorse checks made payable to the Depositor for deposit only into the account; and deposit cash or negotiable instruments, including instruments endorsed by the Depositor, into the account. No ownership rights or interest in the account is granted to the Agent. At the death of the Depositor there is no right of survivorship to the account and the funds remaining in the account will be controlled by the Depositor's will or inherited by his heirs.

D. RULES APPLICABLE TO ALL ACCOUNTS

Unless this Agreement otherwise indicates: "item" means any instrument or a promise or order to pay money handled by a bank for collection or payment but does not include a payment order for a wire transfer, cash, documentary drafts, notes, credit or debit card slips, or other instruments of a type not routinely accepted for collection or payment to deposit accounts by the Bank; "account" means any deposit or credit account with the Bank and includes a demand, time, savings, passbook, share draft, or like account other than an account evidenced by a Certificate of Deposit. Although excluded from the definition of "account," Certificates of Deposit, whether evidenced by a certificate or book-entry, are subject to the terms and conditions of this Agreement.

1. **CORRECTION OF ERRORS.** Any error in the description, or in the amount, of any deposit is subject to correction by the Bank within a reasonable time after discovery of the error. Any deposit received from the Depositor is based on the Depositor's representation and is not an admission by the Bank that the amount or type of deposit shown was received by the Bank. The Bank shall have no duty to compare the items listed on the deposit slip with the items accompanying the slip, or to perform any audit or accounting function for the Depositor with respect to such listing of items deposited. Depositor has a duty to review any statements and report any errors to the Bank within thirty (30) days after the statement date. You agree that your statement will be deemed final and that all activity and balances are correct for all purposes after thirty (30) days from the statement date.
2. **PROVISIONAL CREDIT.** All items are credited to your account or cashed against your account on a provisional basis that may be revoked if payment of the item is not received. You agree that for any item not paid, returned unpaid, that we believe will be returned unpaid, or is returned pursuant to any applicable operating or clearinghouse rule, the Bank may charge back the item against your account without regard to whether such item was returned within any applicable deadlines. At our option and without notice to you that an item has been returned, we may resubmit any returned item for payment. You waive notice of nonpayment, dishonor and protest regarding any items credited to or charged against your account. You further agree that regardless of any final settlement, if an item is cashed against your account or deposited to your account and is unpaid or is returned to us based upon a breach of warranty claim or any other reason, we may deduct the amount of the item from your account or place a hold on your account for the amount of the item until liability for the item is determined.

In receiving items for deposit or collection, the Bank acts as your collection agent and assumes no responsibility beyond the exercise of ordinary care. The Bank will not be liable for the negligence or default of any correspondent or for the loss of any item while in transit. You agree to maintain a description of all items deposited to your account and to furnish the same to the Bank upon request and to fully cooperate in securing replacement of any item credited to your account, but subsequently lost, stolen or destroyed. Your failure to cooperate may result in either the Bank placing a hold on your account or exercising a right of set-off for the amount of the item previously credited. You agree to indemnify and hold the Bank harmless from any loss, claim or damage we incur based on your failure to cooperate with the Bank to obtain replacement of an item.

We may refuse to accept for deposit or collection items payable in a currency other than U.S. dollars. If we accept such an item, you have the risk associated with currency fluctuation. Items drawn on foreign banks are subject to final payment by the foreign bank and as such may be returned unpaid later than a similar item drawn on a U.S. bank. U.S. laws and regulations governing the time for returns and collections are not applicable and you bear the entire risk of a returned item which can be charged back to your account at any time. You agree that we may use our current buying or selling rate, as applicable, when processing such an item, inclusive of any domestic or foreign bank.

3. **MISSING ENDORSEMENTS.** The Bank is authorized to accept for collection and credit to your account items made payable to any one or more of the parties in whose name your account is established, with or without endorsement. If you fail to endorse an item that you submit for deposit, the Bank has the right, but is not obligated, to supply the missing endorsement.
4. **STOP PAYMENT.** A Depositor may by order to the Bank stop payment of any item payable from his or her account. The stop payment order must be received by the Bank at such time and in such manner as to afford the Bank a reasonable opportunity to act on it prior to any action by the Bank with respect to the item. For purposes of determining whether to act on a stop payment order, an item is deemed received when it is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution, and no more than one such determination need be made. All stop payment orders which are received by the Bank on a Saturday, Sunday, Bank holiday, or after two o'clock p.m. on a Banking Day shall be treated as having been received on the next Banking Day. Because items are retrieved by a computer, the depositor must inform the Bank of the exact amount of the item, the item number, date, payee, and the account number. The Bank is not responsible for failure to stop payment if the item is not defined with reasonable certainty. A stop payment order is effective for six (6) months from the date it was received and may be renewed in writing for additional six (6) month periods. The Bank will honor a stop payment order placed by one of the Depositors of a multiple party account. **You may not stop payment on a cashier's check or certified check.** The Bank may recredit your account after paying an item over a valid and timely stop payment order to the extent of any loss you actually suffered. You must prepare and sign a statement fully describing the dispute establishing your rights against the payee, agree to transfer to the Bank all of your rights against the payee or other holder of the item, and assist the Bank in any legal action taken against that party.

If you request a stop payment on a check that is presented to us for payment electronically (such as a substitute check, converted check, remotely created check or imaged check) that does not contain the check number, we will attempt to stop payment based on the information you provided. We will have no liability for our inability to stop payment on such an electronic item as our stop payment process is dependent upon the ability to read a check number. You may be charged a stop payment fee even if we are unable to effect your stop payment order.

5. **DEDUCTION OF FEES.** Maintenance and activity fees and fees for returned checks, insufficient funds, overdrafts, stop payment orders, charges for check printing, and other service charges made in accordance with the rules of the Bank in effect at the time of such charge may be deducted prior to any other debits to your account. The Bank shall not be liable for dishonoring checks or drafts presented for payment because of insufficient funds being in the account as a result of deducting such fees. Any fees (or portions thereof) unposted due to insufficient funds at the time for posting may be collected at a later date without prior notice when sufficient funds are available in the account.
6. **DEPOSITS TO ACCOUNT.** We may accept deposits to your account from any source, and we need not question the authority of the person making the deposit. The Bank may also refuse to accept any item or any funds tendered to it for collection or for deposit. You further agree that the Bank may impose a fee for, or decline payment of, a check or other item drawn against your account that is presented for payment over the counter at the Bank rather than being deposited in an account at another institution and presented for payment through the check collection system. The Bank also has the right to refuse to cash a check against your account and require that the item be deposited. Deposits may be made in person, through an ATM or by mail. Deposits may not be made through any night deposit receptacle. The bank assumes no liability for any item delivered through a

night deposit receptacle. In its sole discretion, the bank may process any such delivery and you agree to indemnify and hold the bank harmless from any loss, claim or damage arising out of such delivery. Deposits will be considered accepted in the state in which your account is maintained. If you did not open your account in person at a branch, but through the mail, by phone or over the internet and you do not reside in a state or maintain a residence in a state where the bank operates a branch office, your deposit(s) will be considered accepted in the state of North Carolina.

- 7. PAYMENT OF ITEMS.** For purposes of this subsection, an "item" is a debit to your account which includes a check, substitute check, purported substitute check, electronic item or transaction, draft, demand draft, remotely created item, image replacement document, indemnified copy, ATM withdrawal or transfer, PIN-based point of sale transaction, signature-based point of sale transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, ACH transaction, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, any other instruction or order for the payment, transfer or withdrawal of funds, and an image or photocopy of any of the foregoing.

We may process items for payment against your account in any order that we choose. Currently, we process items from highest to lowest dollar based on certain priorities. These priorities may be determined by the date and/or time a transaction was initiated. For example, a point-of-sale (POS), transaction conducted on a Monday may not post to your account until Wednesday. The POS transaction may be processed before checks and other items that are also presented for payment on Wednesday. This method would allow more items to be paid in the order they were conducted but could result in additional overdrafts. The Bank has the discretion to process items even if your account has an insufficient available balance to pay such items. Your "available" balance represents the amount of funds available for withdrawal or to pay items presented against your account. The "available" balance may not be the same as your "current" or "posted" balance. For example, your available balance may be reduced by a POS transaction in which the merchant has obtained authorization from the Bank but that has not been presented for payment. We consider such pending transactions in the calculation of your available balance. We may change our priorities or posting order in our sole discretion at any time without notice to you regardless of whether additional fees may result.

In the check payment process, the Bank employs techniques to assist in the detection of unauthorized items that may be presented against your account for payment. If a particular item appears to represent unusual activity on your account, you authorize the Bank, in its discretion, to reject the item and return it unpaid. If the returned item was, in fact, properly payable, you agree to hold the Bank harmless from any claims, loss or damages as a result of the Bank not paying the check.

Certain retailers and merchants have implemented a procedure to convert checks into electronic debits. Upon purchase, you complete your check in the usual manner. The check will then be passed through a machine to capture the relevant bank information and purchase amount, stamped "VOID" and returned to you. You will sign an authorization slip (similar to a credit or debit card slip) permitting the check to be converted to an Electronic Fund Transfer and allowing your account to be immediately debited. To avoid causing NSF/Overdrafts you must ensure that you have sufficient funds in your account to cover the amount of the check. Because the check is not sent to the bank for processing, a copy will not be available through the Bank. Your electronic check purchases will be listed in the "Other Withdrawals and Debits" section as an "Electronic Check Purchase" on your monthly statement. In addition, certain companies that accept payment through remittance and lockbox location have begun to convert checks into an electronic format. Both of these types of transactions are governed by the Electronic Fund Transfer Agreement and Disclosures.

Certain financial institutions may also convert checks into an electronic format, create an image of your check or generate a substitute check for presentment to, and payment from, the Bank. You agree that your account may be debited on the day an item is presented by such means, or presented at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than

one such determination need be made. To avoid causing NSF/Overdrafts you must ensure that you have sufficient funds in your account to cover the amount of the check, taking in to account the reduction of your available balance caused by holds on your account as further described herein.

- 8. RIGHT TO CLOSE ACCOUNT.** The Bank may close any account with or without cause at any time. The Bank shall give the Depositor either oral or written notice of its intention to close the account. If given in writing, the notice will be forwarded to the Depositor's last address as shown on the Bank's records. In the case of oral notice, the Depositor shall have five (5) days from the date of notice to withdraw all funds from the account. In the case of written notice, the Depositor shall be provided a minimum of seven (7) days from the date appearing on the notice to withdraw all funds from the account. Upon notice, you must cease writing checks against your account. The Bank shall not be liable for dishonoring any items written after the notice date. In the event the Depositor has not withdrawn all funds to close the account within those time limits, the Bank will close the account and mail the Depositor a check for such funds remaining in the account, after deducting all applicable fees and charges, to the Depositor's last address shown on the records of the Bank. Closing the account does not release the Depositor from the payment of accrued fees or liability for items in process. The Bank may in its discretion close an account without prior notice to the Depositor if the account has a negative balance, or if the Bank has a reasonable basis to believe that the Depositor is involved in an activity that may result in a loss to the Bank, which may include depositor being listed on check systems or other credit reporting agencies. Any waiver by the Bank of its right to close an account for a reason which constitutes cause shall not be a waiver prospectively of the Bank's right at a later time to close the Depositor's account for the same or similar reason. All demand deposit accounts with a negative or zero balance and no activity for sixty-two (62) consecutive days may be closed by the Bank without notice. All savings accounts with a negative or zero balance and no activity for ninety-two (92) consecutive days may be closed by the Bank without notice. The Bank further reserves the right to reject any deposit which is made to a closed account by returning the item or by crediting the item to another active account of the Depositor at the Bank. The Bank reserves this right notwithstanding that the deposit may have been processed at its data processing center and/or the Depositor was given a receipt for the deposit. The deposit receipt shall not constitute acceptance of funds in such instance and the Bank shall have no liability to the Depositor for any checks returned unpaid which are drawn on a closed account even if the Depositor attempts to make a deposit to the account.
- 9. BANKING DAY.** "Banking Day" means any business day on which the Bank is open to the public for carrying on substantially all of its banking functions at a majority of its branches located within that state. If we receive an item on a weekend, holiday or after our cut-off hour on a business day, the item is deemed to have been received on our next business day. Our business days and cut-off hours are posted at our branches and ATM cut-off hours are displayed on the ATM deposit screen and are subject to change from time to time in our discretion.
- 10. STATEMENTS.** Statements for your account, notices, other information or services regarding your account will be mailed, sent electronically or otherwise be made available to you at regular intervals depending on your account type. The statement or account information will be delivered to the postal or electronic address of the primary account owner as reflected in our records. Mailed statements shall be deemed received by you on the earlier of the actual date of receipt or 5 calendar days after the date appearing on the statement. Electronic statements shall be deemed received on the date they are transmitted to the e-mail address you provided. The primary owner shall be responsible for providing copies of statements to any co-owners of the account.

You agree to notify us immediately of any change in your contact information, including postal address, e-mail address and telephone number. The Bank may rely on any instructions purportedly made by you, or on your behalf, to change your contact information without liability. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in your postal address, we may change your address based on that information. The Bank will have no liability to you for changing your address based on such information, even if such information is in error. If any of your statements or

account information is returned to us because of an incorrect postal address or an incorrect, changed or expired e-mail address, we may stop delivering statements or account information until a valid address is provided. If your account remains inactive or is in a dormant status we may elect not to provide further account statements. Any statements or account information that is returned as undelivered will be destroyed after 90 days and subject to applicable fees. Any statements held for you at a branch office will be destroyed after 90 days as subject to applicable fees.

You shall notify the Bank immediately if you do not receive your statement within 10 days of your regular statement date. The Bank will not be liable to you for any damages as a result of; your failure to promptly notify us of a change in your address, your failure to notify us that you did not receive your statement or your failure to make arrangements to receive your statement. You are responsible for the accuracy of your statement whether or not reviewed and it shall be deemed final and correct after 30 days from the statement date.

11. FORGED OR UNAUTHORIZED TRANSACTIONS

Duty to Safeguard Account. You have a duty to safeguard access to your account (including any credit accounts), account information, checks, signature stamps, account security codes, passwords, or personal identification numbers ("PIN") and personal identification. You agree to report any lost or stolen checks or any unauthorized transaction on your account immediately upon discovery. If you permit any person to have access to any place in which you store your checks, you agree that the failure to keep your checks locked and secure shall constitute negligence and the Bank shall not be responsible for any such checks that are subsequently stolen and forged.

You agree to place a stop payment on any lost or stolen check if such item has not already been paid. The Bank shall also not be responsible for paying any such item had you reported or stopped payment on in a timely manner.

You agree to keep any account information, security code, password, PIN or personal identification used to access your deposit or credit account(s) secure and strictly confidential and not to disclose such information to any other person. You must notify the Bank immediately if this information is lost or has become known to, or been used by, an unauthorized person. You acknowledge that the Bank has no method to determine whether a transaction conducted with use of a valid name, account number, and security code or personal identification was proper, and therefore authorize the Bank to complete any transaction involving your account made with the use of such information. Subject to applicable law, you agree to be responsible for any transaction initiated with the use of a valid name, account number, security code, or personal identification, and agree that the Bank shall have no liability for any loss, claim or damage you sustain as a result of the use of your security code or personal information described above whether such transaction was authorized or not. These rules apply to all checking, savings, or credit accounts in which a check, draft, or other access device may be used to withdraw or transfer funds.

Duty to Review Account Statement. You agree to review your account statement within thirty (30) days from the statement date. Because you are in the best position to discover an unauthorized signature or endorsement, a missing endorsement, any alterations or any counterfeit item, you agree that, without regard to care or lack of care by you or the Bank, ***the Bank will not be liable for paying any such item and you will be precluded from any recovery from the Bank if you have not reported in writing an unauthorized signature or endorsement, a missing endorsement, or any alterations or any counterfeit item to the Bank within thirty (30) days from the statement date of the earliest statement containing those items.*** The Bank will also not be liable for forgeries on your account committed by the same person if you fail to report the first forgery(s) within thirty (30) days from the statement date containing the first forgery(s). If you choose not to receive your statements, you remain responsible to review and report any errors within thirty (30) days from the statement date. If you are absent from your account mailing address, you are responsible to make arrangements to have your statements reviewed for errors and timely report them.

Duty of Care. You agree that you will exercise ordinary care in handling your account. In exercising ordinary care, you shall have the duty to: carefully examine your bank statements and enclosed items for fraudulent or unauthorized transactions and promptly notify the Bank of fraudulent or unauthorized transactions; timely reconcile your bank statement

to detect any other account discrepancies including any missing or diverted deposits; implement security precautions regarding the use and access to your account by use of any access device including checks, drafts or security codes, passwords, or other personal identification numbers; implement security precautions regarding the use and access to any signature stamp; conduct background checks on any individual who has authority to prepare your checks or reconcile your bank statements; independently review the work of any person who is responsible for reconciling your bank statement and preparing checks on a monthly basis; and comply with all other duties imposed on you under this Agreement or under applicable law. Your failure to exercise ordinary care will constitute negligence and will preclude you from asserting against the Bank any unauthorized transaction on your account.

You acknowledge that the Bank processes its checks by automated means and is under no duty to examine each item presented for payment. You acknowledge that the Bank's signature verification procedure applies to all items presented for payment against your account including checks or other withdrawal orders presented directly over the counter at any branch location. You agree that such automated check payment and notification procedure is commercially reasonable. You and the Bank, pursuant to applicable law, therefore agree that the Bank shall be deemed to have exercised ordinary care if it adheres to a standard of manual or mechanical examination of a random sampling of items being processed for payment. These items may represent a sampling or selection of items drawn on all accounts, or items which meet certain minimum criteria established by the Bank for manual or mechanical inspection (such as large amounts). The Bank shall be deemed to have acted in good faith and in accordance with reasonable commercial standards in paying any items forged or altered so cleverly (as by unauthorized use of a signature stamp, facsimile machine or otherwise) that the unauthorized signature, endorsement or alteration could not be detected by a reasonable person.

The Bank's policies and procedures are general internal guidelines that do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your Account. A clerical error or honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

Limitation to File Claim. You agree that no legal proceeding or action may be commenced against the Bank to recover any amounts alleged to have been improperly paid out of the account due to any unauthorized signature or endorsement, any alteration or any other fraudulent or unauthorized transaction unless: (i) you have timely provided the written notices as required above and (ii) such proceeding or action shall have been commenced within one year from the date the statement containing the unauthorized transaction was made available to you. As used herein, a proceeding or action is commenced when you file suit in a court of competent jurisdiction, or if the action is subject to arbitration, when you give the Bank written notice of such action. Any proceeding or action not brought within one year from the date of the first statement containing the unauthorized transaction is forever barred.

Duty to Cooperate. If you report any unauthorized transaction on your account, you agree to cooperate with the Bank in its investigation of the claim. This includes preparing an affidavit or statement containing whatever information the Bank requires concerning the account, the transaction and the circumstances surrounding the loss. You also agree to file a criminal report and testify against any suspected wrongdoer and waive any claims against the Bank if you fail to do so or if you enter into any settlement, compromise or restitution agreement with the wrongdoer without the consent of the Bank. The Bank may reverse any credit or reimbursement should you fail to file the criminal report or refuse to testify against the wrongdoer.

Assignment of Insurance. You agree to pursue all rights under any insurance policy you maintain before making a claim against the Bank in connection with any unauthorized banking transaction. You agree to provide the Bank with all reasonable information about any insurance coverage, including the name of the insurance carrier, the policy number, policy limits and applicable deductibles. The Bank's liability, if any, will be reduced by the amount of any insurance proceeds you are entitled to receive. At the Bank's request, you agree to assign your rights under any insurance policy to the Bank.

Limitation of Liability. You agree that the Bank has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that the Bank has no obligation to provisionally credit your account. The Bank's maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could not have been realized by the use of ordinary care. In no event will the Bank be liable for special or consequential damages, including attorneys' fees incurred by you. The Bank will not be liable for any items that are forged or altered in such a way that such forgery could not be reasonably detected.

- 12. STALE ITEMS.** The Bank is not obligated to pay items drawn on any account which are presented more than six (6) months after their date; however, if the Bank does in its discretion pay any such items, it may charge your account for such items.
- 13. RIGHT OF SETOFF.** You hereby assign and grant to the Bank a security interest in all accounts as security for your obligations to the Bank existing now or in the future. The Bank reserves the right of setoff against any of your accounts without prior notice to you to repay any debt or obligation owed to us by you or any co-owner of your account as principal, endorser or guarantor. This means that we have the right to apply part or all of the funds in your account for the satisfaction of any debt you or any co-owner of the account owes us. If your account is an individual account, our right of setoff may be exercised to repay your debts, whether they are owed by you individually or jointly with others. All of the funds in a joint account may be used to repay the debts of any co-owner, whether they are owed individually, by a co-owner, jointly with other co-owners, or jointly with other persons or entities having no interest in your account. Debts subject to our right of setoff include those owed by you from another joint account in which you are a co-owner even though the debt may not have been directly incurred by you, as well as debts for which you are only secondarily liable. Our security interest and our right of setoff also applies: (i) when we give you credit for or cash a third party check which is returned to us unpaid for any reason or is counterfeit regardless of the timing of said return; (ii) to cover overdrafts created in any account held by you or in which you have an interest whether or not you consented to the overdraft or are otherwise responsible for it; (iii) to recover service charges or fees owed by you or any joint owner of your account; and (iv) to reimburse the Bank for any costs or expenses in enforcing its rights, including, without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. We may exercise our right of setoff or security interest even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks. You agree that the Bank will not be responsible for dishonoring items presented against your account when the exercise of our right of setoff or security interest results in insufficient funds in your account to cover the items. Our right of setoff or security interest may be exercised before or after the death of an account holder and can follow the proceeds to any other account held at the Bank.

Failure of the Bank to exercise its right of setoff as provided herein on any occasion when the right arises does not affect the Bank's right to exercise its right of setoff at a later time for the same occurrence or for any subsequent occurrence. The security interest granted by this Agreement is consensual and is in addition to the Bank's right of setoff. Certain federal or state laws may be interpreted to protect funds received from federal or state agencies from setoff. You agree that our right of setoff applies to all funds deposited into your account, including funds received from the Social Security Administration and other federal or state agencies. By continuing to deposit these funds into your account you agree to allow the Bank to exercise its right of setoff against these funds, and not to assert any claim or defense that these deposits are exempt from setoff based on any federal or state law, rule or regulation.

- 14. POSTDATED ITEMS.** You should not issue a postdated check. The Bank is authorized to disregard the date which appears on an item submitted for payment from your account. The Bank is not bound by notice of a postdated item. The Bank shall not be responsible for paying the item and debiting your account prior to the date on the item, regardless of whether or not the Bank has received notice of the postdated item. If the Bank recredits your account after paying a postdated check you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in any legal action taken against that person.

15. INCOMPLETE OR CONDITIONAL ITEMS. The Bank may pay or refuse to pay any item which is incomplete or where, by its terms, payment is conditional and the condition has not been satisfied. For example, we may pay or refuse to pay a check which says "void after 30 days" even though the check is presented more than 30 days after its date. The Bank has adopted automated collection and payment procedures for processing items. These automated procedures rely primarily on information encoded onto each item in magnetic ink. You agree that in paying or taking a check for collection, the Bank may disregard all information on the check other than the signature of the drawer, the endorsement, the identification of the drawee bank and payee, the amount of the item and any information on the magnetic ink character recognition line.

16. NON-SUFFICIENT FUNDS/OVERDRAFTS. NSF/Overdraft is created when your account has insufficient funds to cover a check, personal withdrawal, automatic transfer, electronic transaction (e.g., ATM or point-of-sale purchase), returned deposited item or any other electronic purchase, payment, check or debit presented against your account for payment. If your account is linked to Overdraft Protection, the NSF/Overdraft will be paid subject to the terms of the Overdraft Protection agreement and you will not be charged a NSF/Overdraft fee unless you have exceeded your credit limit or available account balance. For all other NSF/Overdrafts, the Bank has implemented both an automated and manual system of review to determine whether to pay or return the NSF/Overdraft. Any NSF/Overdraft not covered by Overdraft Protection will be subject to NSF/Overdraft fees and other charges as may be described in the Personal Services Pricing Guide whether paid or returned. If you have multiple NSF/Overdrafts on a given day, we may honor any one or more and return the others in any order. More than one NSF/Overdraft fee can be charged against your account per day on these occasions.

You will not be notified prior to incurring NSF/Overdraft. You are in the best position to ensure that your account has sufficient funds to cover any check or other debit by maintaining an accurate and current record of your deposits and withdrawals. You have the ability to confirm your account balances through any BB&T ATM, BB&T Phone24, BB&T OnLine or by contacting any branch prior to writing a check, withdrawing cash, or initiating any electronic or debit transaction. Because payment of NSF/Overdraft will create a debt owed to the Bank, if you do not wish to have your account subject to NSF/Overdraft review (and therefore, have your NSF/Overdraft items returned unpaid), you must contact us in writing by letter addressed to your local branch.

Should the Bank pay NSF/Overdraft that is not covered by Overdraft Protection, upon receipt of notice, you agree to immediately repay the Bank or deposit into your account sufficient funds to cover the NSF/Overdraft and all related fees. You agree and acknowledge that NSF/Overdraft fees are designed to compensate the Bank for its costs in processing NSF/Overdraft, to discourage NSF/Overdrafts, to provide a profit, and to compensate the Bank for its risk in electing, at its discretion, to pay certain NSF/Overdrafts. You further agree that such NSF/Overdrafts fees do not constitute a penalty. If you fail to reimburse the Bank for any NSF/Overdrafts and related fees, the Bank will be entitled to recover the expenses it incurs in collecting the NSF/Overdraft and any related charges including, without limitation, attorney's fees and legal costs. The payment of one or more NSF/Overdrafts does not obligate the Bank to honor or pay future NSF/Overdrafts, and you should not rely upon the Bank to honor or pay any NSF/Overdraft. As to any account with multiple owners, each owner agrees that they are jointly and severally liable for any NSF/Overdraft paid by the Bank. Each owner also agrees that the Bank may debit funds from any other account held by such owners to repay the NSF/Overdraft and any related fees.

17. OVERDRAFT PROTECTION. Overdraft Protection is a service that automatically transfers funds to a qualifying checking account to cover NSF/Overdrafts pursuant to one or more of the following methods: (i) transfer funds from a designated credit account; (ii) transfer funds from a designated savings account; (iii) transfer funds from a designated credit account first and if funds are not available, from a designated savings account; or (iv) transfer funds from a designated savings account first and if funds are not available (or the transfer limit has been exceeded), from a designated credit account.

Any credit account is subject to qualification and the terms and conditions contained in the applicable credit agreement. All fees applicable to your credit account are also contained in the credit agreement. Transfers made from a designated savings account are limited to six (6)-preauthorized transfers per statement period. The transfer limitations

and the other terms and conditions governing the designated savings account are more fully described in this Agreement under the heading "Regular Savings Used For Overdraft Protection."

Each automatic transfer from certain credit accounts or from a designated savings account is subject to an Automatic Overdraft Protection Transfer Fee as described in the Personal Services Pricing Guide. The transfer fee will be assessed directly against the checking account receiving the funds from the automatic transfer. The Bank reserves the right to return any NSF/Overdraft that cannot be covered by an automatic transfer from your credit account or designated savings account. Any NSF/Overdraft that cannot be covered by Overdraft Protection will be subject to the Bank's current NSF/Overdraft fee.

18. LEGAL PROCESS AGAINST YOUR ACCOUNT. The Bank has the right to comply with any tax levy or garnishment request from the Internal Revenue Service, any state department of revenue or any other governmental agency. The Bank may honor such levy or garnishment requests to the extent that the Bank itself has no claim to the money. The Bank may freeze any account until such time as it is instructed to release the levy or garnishment or until the Bank remits, or is ordered to remit, the funds to the appropriate governmental agency or department.

The Bank is also authorized, upon receipt of any notice of lien, process in attachment, garnishment, execution or other legal proceeding relating to you or your account, to withhold payments of as much of the balance in your account as may be the subject of such notice or process and to pay such amount to the court, creditor or other party in accordance with applicable state or federal law. The Bank may also, in its discretion, place a hold on your account for a reasonable period of time to permit the parties or the Bank an opportunity to file any additional legal proceedings or to informally resolve the action involving the account. You understand and agree that the Bank will not be liable for dishonoring checks, drafts or other items because of insufficient funds in your account due to a hold placed on your account or resulting from service charges, setoffs, levies, garnishments, lien claims, or other legal process. If the Bank incurs any expense, including, without limitation, administrative costs, reasonable attorneys' fees or any costs of litigation in responding to any legal proceeding relating to you or your account that is not otherwise reimbursed, the Bank may charge such expenses to your account without prior notice to you. In addition, the Bank may deduct a fee prior to complying with any legal process served on your account. If there are insufficient funds in your account to reimburse us fully, you will be liable for the balance. Any legal actions against your account are subject to the Bank's security interest and right of setoff. All funds held in a joint account can be used to satisfy any legal process against you or your account notwithstanding any claim or assertion of actual ownership of the funds in the account.

19. DISPUTES CONCERNING YOUR ACCOUNT. If we have been notified, or we reasonably believe there is a legitimate dispute among any parties who have or claim an interest in your account, including the Bank, we may, at our discretion: (i) continue to rely on the signature cards, resolutions, and other account documents in our possession; (ii) freeze all or any portion of the funds we deem appropriate until the dispute is resolved; (iii) pay the funds into an appropriate court of law or equity for resolution; (iv) honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim; or (v) close the account and pay any proceeds to: (a) all who have or claim an interest in the account; or (b) the account owner(s) as indicated in our records. In addition, we may, at our option, commence a lawsuit to determine the ownership of your account. The Bank's right to freeze or place a hold on your account includes prohibiting any type of withdrawal or transfer from the account and/or preventing any deposits or credits from being made to the account. The Bank's right to freeze or place a hold on your account shall also apply if the Bank, in good faith, believes: (i) it has a claim against you or the funds in your account or something has occurred or is reasonably expected to occur which will result in our having a claim or dispute against you or the funds in the account; or (ii) that placing a hold on the account will best protect the interest of any one of the Depositors or signers on the account; or (iii) placing a hold on the account would protect the Bank from any claims regarding disposition of the funds in the account. You further agree that, as a result of a hold placed on your account, the Bank shall have no liability based on any item which is returned unpaid, causes the account to go into overdraft status, results in any item being declared an "NSF/Overdraft Item" or causes any other loss or damage.

- 20. DEATH OR INCOMPETENCE.** Neither a Depositor's death nor a legal adjudication of incompetence revokes the Bank's authority to accept, pay or collect items until the Bank is notified of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge the Bank may, for ten (10) days after the date of death, or adjudication of incompetence, pay checks drawn on or before said date unless ordered to stop payment by a person claiming an interest in the account.
- 21. DELAYED RETURN OF ITEM.** The Bank will not be liable to the Depositor because an item deposited into your account is returned after the time set by applicable law if the delay in returning the item is caused by markings on an item in the space reserved for the depository bank's endorsement that were made by the Depositor or a prior endorser. Similarly, you will be liable to the Bank for any loss or expense, including, without limitation, reasonable attorneys' fees, we incur because we are unable to properly return an item drawn on your account within the time set by applicable law where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement.
- 22. ITEMS PAYABLE JOINTLY.** If an item is drawn so that it is unclear whether one payee's endorsement or two is required, only one endorsement will be required and the Bank shall not be liable for any loss incurred by the maker as a result of there being only one endorsement.
- 23. RELATIONSHIP OF BANK AND DEPOSITOR.** When you open any account with the Bank, a debtor/creditor relationship is created. Opening an account with the Bank does not create a fiduciary relationship between the Bank and the Depositor. You agree not to assert any claim against the Bank based on an assertion that the Bank serves in a fiduciary capacity.
- 24. PREAUTHORIZED DEMAND DRAFTS.** A preauthorized demand is a type of bank draft used by telemarketers and sales representatives who sell goods and services through the telephone, mail or other electronic means. Drafts are used to obtain funds from your account without you issuing a check or getting your signature on the draft. In lieu of a signature, a legend such as "Payment Authorized" or "No Signature Required" may appear on the draft. If you give a telemarketer or any other party information about your account, your account number, or other magnetic ink character recognition (MICR) data, and this information is thereafter used to debit your account, you authorize the Bank to pay such items. You agree to accept responsibility and liability for the amount of any drafts debited from your account. You may cancel this authorization only by giving a valid and timely stop payment order to the Bank in accordance with the terms of this Agreement.
- 25. DUAL SIGNATURES/SPECIAL PURPOSE ACCOUNTS.** Signature cards, banking resolutions, or other documents may contain language that requires two or more signatures for items drawn on the account or an indication that the account is established for a special purpose. Notwithstanding any such language, or any prior understanding between the Bank and the Depositor(s), you agree that any such provision or prior understanding is solely for personal or internal control purposes. As long as an item bears at least one authorized signature, the Bank will not be liable to you if we pay an item which does not have any additional signature(s) or which is not used for the special purpose indicated.
- 26. POWER OF ATTORNEY.** The Bank has the discretion to accept or decline a Power of Attorney. If we accept a Power of Attorney we may continue to recognize the authority of your Attorney-in-Fact until we receive and have a reasonable opportunity to act upon notice of your death or written notice of revocation or termination of the Power of Attorney. On a case by case basis, we reserve the right to restrict the nature or size of the transactions the Attorney-in-Fact may conduct on your behalf and to require that you appear in person to conduct such transaction. The Bank further reserves the right to permit you or any authorized signer on your account to conduct transactions against the account even if the Bank has previously recognized a Power of Attorney with respect to the account. The principal shall maintain access to an account opened in his/her name under a Power of Attorney despite not having signed a signature card.
- 27. LAW GOVERNING YOUR ACCOUNT.** Your account is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state in which the branch office where you opened your account is located. If you did not open your account in person at a branch office, but through the mail, by phone, or over the internet and you reside, or maintain a residence, in a state

where the Bank operates a branch office, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state where the branch office is located. If you do not reside, or maintain a residence, in a state where the Bank operates a branch office and you opened your account through the mail, by phone, or over the internet, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state of North Carolina. These conflicts of law provisions are to apply without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. In the event no party elects to arbitrate a Claim, you and the Bank agree that any lawsuit or other such proceedings arising from or relating to a Claim (other than small claims, as provided in the arbitration provision of this Agreement) shall be subject to the exclusive jurisdiction of the courts of the state whose law governs your account without regard to any conflicting choice of law rules and that venue shall lie in the same state as the law governing your account exclusive of any other state or jurisdiction.

28. COSTS, DAMAGES AND ATTORNEY'S FEES. You agree to be liable to the Bank for any loss, costs or expenses, including, without limitation, reasonable attorneys' fees, the costs of litigation, and the costs to prepare or respond to subpoenas, depositions, child support enforcement matters, or other discovery that the Bank incurs as a result of any dispute involving your account, and you authorize the Bank to deduct any such loss, costs or expenses from your account without prior notice to you. This obligation includes disputes between you and the Bank involving the account and situations where the Bank becomes involved in a dispute between you and an authorized signer, another joint owner or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner or a third party take action with respect to the account that causes the Bank, in good faith, to seek the advice of counsel, whether or not the Bank actually becomes involved in the dispute. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF PROFIT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

E. MONEY MANAGEMENT ACCOUNTS

Certain interest bearing and non-interest bearing checking accounts offered by the Bank are designated as "Money Management Accounts." The symbol "MM" appears with the name of these accounts on monthly bank statements. All Money Management Accounts are administered as follows:

For most purposes Money Management Accounts are considered as one account having one account number. However, for the Bank's accounting purposes Money Management Accounts are treated as one account consisting of two separate sub-accounts. One sub-account is a checking account of the type designated by the account title ("Checking Sub-Account"). The other sub-account is a Money Market Account ("Money Market Sub-Account"). If the checking account is interest bearing, interest will accrue on the combined collected balance on deposit in both of these sub-accounts at the interest rate established for the applicable checking account. Therefore, the Annual Percentage Yield earned for the account is based on the combined collected balance on deposit in both sub-accounts during the statement cycle. If the checking account is non-interest bearing, no interest will be paid on the sub-account.

For government regulatory purposes the Checking Sub-Account is classified as a "transaction" account from which an unlimited number of transfers of funds may be made. However, the Money Market Sub-Account is classified as a "time" deposit in which case the number of transfers of funds from the account is limited to six (6) per statement cycle. The regulatory limitation on transfers from the Money Market Sub-Account during a statement cycle is the determining factor for the procedure for transfers between the sub-accounts described below.

Funds on deposit in the Money Market Sub-Account will be maximized during each monthly statement cycle by automatic transfers from the Checking Sub-Account which will minimize the funds on deposit in the Checking Sub-Account. In order to accomplish this goal, funds on deposit in the Checking Sub-Account in excess of the Target Balance, which is defined below, will be automatically transferred by the Bank to the Money Market Sub-Account until such time in each monthly statement cycle that a total of six (6) transfers have been made from the Money Market Sub-Account back to the Checking Sub-Account to cover checks presented for payment or debits made from the Checking Sub-Account. Following the sixth such transfer

from the Money Market Sub-Account to the Checking Sub-Account, no further transfers will be made from the Checking Sub-Account to the Money Market Sub-Account until the beginning of the next monthly statement cycle.

A Target Balance will be established for the Checking Sub-Account. The Target Balance is a designated balance which will be maintained in the Checking Sub-Account when possible by automatic transfer of funds from the Money Market Sub-Account as described below. The Target Balance will be established for each type of checking account designated by the Bank as a Money Management Account and may change from time to time without notice to the Depositor.

If checks presented and debits made against the Checking Sub-Account during the monthly statement cycle exceed the available balance in the Checking Sub-Account, a transfer from the Money Market Sub-Account to the Checking Sub-Account will automatically be made by the Bank in an amount sufficient to pay the check(s) presented or debits made and to bring the balance of the Checking Sub-Account back to the Target Balance. The remaining balance in the Money Market Sub-Account will be transferred to the Checking Sub-Account, when the amount of the item(s) presented or debits made to the Checking Sub-Account plus the Target Balance exceeds the balance on deposit in the Money Market Sub-Account.

Upon the sixth transfer from the Money Market Sub-Account to the Checking Sub-Account during any monthly statement cycle, the entire balance remaining in the Money Market Sub-Account shall be transferred to the Checking Sub-Account. At the end of each monthly statement cycle all funds on deposit in the Checking Sub-Account in excess of the Target Balance will be automatically transferred to the Money Market Sub-Account and the transfer process will begin anew.

All transfers of funds between the sub-accounts which are described above will be made automatically by the Bank. The Depositor will notice no change in his or her checking account as a result of these transfers. The structure of the Money Management Account has no effect on the applicability of FDIC insurance coverage to the account.

From time to time, the Bank will designate which accounts are Money Management Accounts by use of the symbol MM on the Depositor's monthly bank statement.

F. NON-INTEREST BEARING ACCOUNTS

The Bank offers various non-interest bearing demand deposit accounts, each with different qualifiers. Refer to the Personal Services Pricing Guide for details, including any limitation on the number of transactions, minimum balance requirements to avoid periodic fees, monthly maintenance charges, and other qualifiers for each account. If you have a BB&T Student Free account, upon your 24th birthday you will be notified that your account will be converted to a BB&T Free checking account.

G. INTEREST BEARING ACCOUNTS

These disclosures are in addition to the Interest Rate Schedule and the Personal Services Pricing Guide.

"ANNUAL PERCENTAGE YIELD." The Annual Percentage Yield ("APY") is a measure of the total amount of interest paid on an account based upon the interest rate and frequency of compounding. The APY is expressed as an annualized rate, based on a 365-day year or a 366-day year in a leap year if interest is earned or anticipated to be earned on February 29. Accounts opened after February 29 in a leap year earn interest based on a 365-day year. The APY calculation is based upon the actual number of days in the term of the account; however, for accounts without a stated maturity date, the calculation is based on an assumed term of 365 days or 366 days in a leap year if interest is earned or anticipated to be earned on February 29. Accounts opened after February 29 in a leap year earn interest based on a 365-day year. In making the calculation it is assumed that all principal and interest remain on deposit for the entire term and that no other transactions (deposits or withdrawals) occur during the term. For variable-rate accounts, the calculation is based only on the initial interest rate in effect when the account is opened (or advertised), and assumes that this rate will not change during the term.

VARIABLE RATE ACCOUNTS. Except as otherwise provided, interest bearing transaction accounts will be variable rate accounts. The interest rate and APY may change at any time and in our sole discretion. For such accounts, you are permitted to make transfers or

withdrawals to or from the account in any amount and at any time subject to the bank's right to require seven (7) days written notice prior to withdrawal of all or part of the funds on deposit.

COMPOUNDING AND CREDITING OF INTEREST. Interest begins to accrue no later than the business day the Bank receives credit for the deposit of non-cash items (for example, checks), i.e., interest is paid on collected balances. The Bank relies upon the availability schedule of its Federal Reserve Bank to establish when credit is received for the deposit of non-cash items. Interest is compounded daily and credited on the last day of the statement cycle, with one exception. If you have a Regular Savings or Young Savers account which is not tied to a checking account, your interest will be credited at month-end. If your account is closed before interest is credited, you will not receive the accrued interest.

BALANCE CALCULATION. We calculate interest on the full amount of the collected balance in your account each day. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account each day.

TIERED INTEREST RATE. Tiered Interest Rate disclosures are contained under the separate account descriptions when applicable.

WITHDRAWAL NOTICE. We reserve the right to require at least seven (7) days' written notice prior to withdrawal of all or part of your funds deposited.

ACCOUNT TYPES

1. REGULAR SAVINGS ACCOUNTS (Basic Savings and Young Savers)

Basic Savings (which is no longer sold) was available only to Basic Checking, Direct Checking, and BB&T Free clients. If you close your existing Basic Checking, Direct Checking, or BB&T Free account and you have Basic Savings, your Basic Savings account will be converted to a Regular Savings account within sixty (60) days from the date the checking account is closed.

Young Savers accounts are available to individuals who are age seventeen (17) and younger. When the Depositor reaches age eighteen (18), the Young Savers account will be subject to the same fees, minimum balance and deposit requirements and other qualifiers applicable to Regular Savings accounts as disclosed in the Personal Services Pricing Guide.

The Depositor may make unlimited withdrawals from the account if made in person, by messenger, by mail or at an ATM. (Note: Withdrawals may be subject to a bank activity fee.)

The Depositor may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail or at an ATM. (Note: Withdrawals and transfers may be subject to a bank activity fee.)

The Depositor may make unlimited preauthorized or automatic transfers to make payments on loans obtained from the Bank. (Note: Withdrawals and transfers may be subject to a bank activity fee.)

Other than those described above, the Depositor may make no more than six (6) transfers or withdrawals during any statement cycle to another deposit account of the Depositor or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes BB&T OnLine® and BB&T® Phone24), and *no more than three of the six transfers may be made by check, draft, debit card, ATM point-of-sale, or similar order made by the Depositor and payable to third parties.* (Note: Withdrawals or transfers may be subject to a bank activity fee.) If the limited transfers or withdrawals exceed the allowed number during any statement cycle your account may be closed or converted to a transaction account.

2. BB&T ESAVINGS ACCOUNTS

BB&T eSavings accounts are only available through the online channel www.bbt.com.

The Depositor may make unlimited withdrawals from the account if made in person, by messenger, by mail or at an ATM. (Note: Withdrawals may be subject to a bank activity fee.)

The Depositor may make unlimited transfers between accounts of the Depositor at the

Bank if made in person, by messenger, by mail, or at an ATM (Note: Withdrawals and transfers may be subject to a bank activity fee.)

The Depositor may make unlimited preauthorized or automatic transfers to make payments on loans obtained from the Bank. (Note: Withdrawals and transfers may be subject to a bank activity fee.)

Other than those described above, the Depositor may make no more than six (6) transfers or withdrawals during any statement cycle to another deposit account of the Depositor or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes BB&T OnLine® and BB&T® Phone 24), *and no more than three of the six transfers may be made by check, draft, debit card, ATM point-of-sale, or similar order made by the Depositor and payable to third parties.* (Note: Withdrawals or transfers may be subject to a bank activity fee.) If the limited transfers or withdrawals exceed the allowed number during any statement cycle your account may be closed or converted to a transaction account.

3. REGULAR SAVINGS OR BB&T ESAVINGS USED FOR OVERDRAFT PROTECTION

Regular Savings or BB&T eSavings may be linked to one personal checking account to cover NSF/Overdrafts. This linking of accounts provides the benefit of permitting automatic transfers to pay NSF/Overdrafts. If your checking account is closed for any reason, the Regular Savings or BB&T eSavings account may remain open and will be subject to any applicable fees.

If a check/debit or other item is presented against your checking account when there is an insufficient balance to cover the NSF/Overdraft, funds will be automatically transferred from Regular Savings or BB&T eSavings to the checking account in multiples of \$100 or the available balance, whichever is less. If there are not enough funds to cover the entire amount of the NSF/Overdraft presented for payment, the item may be returned unpaid and a fee charged.

According to Federal regulations, during any monthly cycle, only six (6) preauthorized or telephone transfers (including BB&T OnLine and Phone24) may be made from Regular Savings or BB&T eSavings to any of your other accounts or to a third party. Each automatic transfer to cover an NSF/Overdraft counts as one of the six limited transactions. In addition, if Regular Savings or BB&T eSavings is accessed by check or debit card, no more than three (3) of the six permitted transfers may be made by check, draft, debit card, ATM card at the point-of-sale, or similar order payable to third parties. (Subject to any applicable fees, you may make unlimited transfers or withdrawals from Regular Savings or BB&T eSavings if made in person, by messenger, by mail or at an ATM and you may also make unlimited preauthorized or automatic transfers to make payments on loans from the bank.)

Upon the sixth automatic transfer to cover an NSF/Overdraft in a monthly period (or any combination of transfers that total six transfers), no additional automatic transfers to cover an NSF/Overdraft will be made, notwithstanding a sufficient account balance in Regular Savings or BB&T eSavings. Any NSF/Overdraft, however, may still be paid if you have also chosen one of the other options available for Overdraft Protection. If you frequently exceed the permitted number of transfers during any statement period, the Bank, in its sole discretion, may close or convert your account to a transaction account.

Each automatic transfer is subject to an Automatic Overdraft Protection Transfer Fee as described in the Personal Services Pricing Guide. The account statement for Regular Savings or BB&T eSavings will be combined with the statement of your designated checking account.

4. MONEY RATE SAVINGS ACCOUNT

Your interest rate is determined by the balance in your account according to the following tiers:

- \$0 - \$999.99
- \$1,000 - \$24,999.99
- \$25,000 - \$49,999.99
- \$50,000 and greater

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily collected balance in your account.

You may make unlimited withdrawals from the account if made in person, by messenger, by mail or at an ATM.

You may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail or at an ATM.

You may make unlimited preauthorized automatic transfers to make payments on loans obtained from the Bank.

Other than those described above, you may make no more than six (6) transfers or withdrawals during any monthly cycle to another deposit account or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes BB&T OnLine® and BB&T® Phone24), and no more than three of the six transfers may be made by check, draft, debit card, ATM point-of-sale, check card, or similar order made by the Depositor and payable to third parties. (Note: Withdrawals or transfers may be subject to a bank activity fee.) If the limited transfers or withdrawals exceed the allowed number during any monthly cycle your account may be closed or converted to a transaction account.

5. INVESTOR'S DEPOSIT ACCOUNTS

Your interest rate is determined by the balance in your account according to the following tiers:

- \$0 - \$9,999.99
- \$10,000 - \$24,999.99
- \$25,000 - \$49,999.99
- \$50,000 - \$99,999.99
- \$100,000 - \$999,999.99
- \$1,000,000 and greater

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily collected balance in your account.

You may make unlimited withdrawals from the account if made in person, by messenger, by mail or at an ATM.

You may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail or at an ATM. (Transfers may be subject to a Bank activity fee.)

You may make unlimited preauthorized or automatic transfers to make payments on loans obtained from the Bank.

Other than those described above, you may make no more than six (6) transfers or withdrawals during any monthly cycle to another deposit account or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes BB&T OnLine® and BB&T® Phone24), and *no more than three of the six transfers may be made by check, draft, debit card, ATM point-of-sale, or similar order made by the Depositor and payable to third parties.* (Note: Withdrawals or transfers may be subject to a bank activity fee.) If the limited transfers or withdrawals exceed the allowed number during any monthly cycle your account may be closed or converted to a transaction account.

6. HIGH PERFORMANCE CHECKING (Not available in all states or through non-branch account opening channels)

Your interest rate is determined by the balance in your account according to the following tiers:

- \$0 - \$9,999.99
- \$10,000 - \$24,999.99
- \$25,000 - \$49,999.99
- \$50,000 and greater

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily collected balance in your account.

7. CLASSIC BANKING AND ELITE GOLD

Your interest rate is determined by the balance in your account according to the following tiers:

NC, SC, VA, MD, GA, AL, WV, TN, Washington, DC and all accounts initiated through a non-branch channel.

Classic Banking and Elite Gold

\$0 - \$2,499.99
\$2,500 - \$24,999.99
\$25,000 and greater

FL, KY, IN

Classic Banking

\$0 - \$2,499.99
\$2,500 - \$9,999.99
\$10,000 - \$24,999.99
\$25,000 and greater

Elite Gold

\$0 - \$2,499.99
\$2,500 - \$9,999.99
\$10,000 - \$24,999.99
\$25,000 - \$49,999.99
\$50,000 and greater

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily collected balance in your account.

TRANSFERS AND WITHDRAWALS. You may make transfers and withdrawals to or from the account in any amount at any time (subject to the Bank's right to require seven (7) days' written notice prior to withdrawal of all or part of the funds deposited) and by any means acceptable to Bank, with no limitations on the number of transfers, including third party transfers.

H. CERTIFICATES OF DEPOSIT

GENERAL APPLICABILITY. The terms, conditions and disclosures set forth in this section apply to all Certificates of Deposit, whether they are represented by a written certificate or are Book Entry Certificates of Deposit (collectively, "Certificates of Deposit"), unless it is indicated that they are applicable to a specific type of Certificate of Deposit only, or where the terms and conditions are superseded by terms and conditions set forth on the Certificate, or on the receipt for a Book Entry Certificate of Deposit, or in some other written contract entered into at the time of the initial deposit. For purposes of this section, "term" shall apply to the number of days or months for which the Depositor agrees to have funds remain on deposit at the Bank; "maturity" and "maturity date" refer to the last day of the term of the Certificate of Deposit. These disclosures are in addition to the Interest Rate Schedule, the Personal Services Pricing Guide and the Certificate of Deposit Receipt.

CALCULATION OF INTEREST

Compounding and Crediting. Interest on all Certificates of Deposit begins to accrue no later than the business day we receive credit for the deposit of non-cash items. We calculate interest on the full amount of the collected balance in your account each day. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The Annual Percentage Yield ("APY") assumes interest will remain on deposit until maturity. A withdrawal prior to maturity will reduce earnings. Interest on all Certificates of Deposit having a principal balance of \$99,999.99 or less is compounded daily and will be credited to your account according to its specific term. If the term of your Certificate of Deposit is thirty (30) days or less, interest will only be credited at maturity. Interest on all Certificates of Deposit having a principal balance of \$100,000.00 or more is calculated as simple interest and credited to the principal annually on the anniversary date of the Certificate of Deposit unless it has a term of less than a year in which event interest is credited to principal at maturity.

Fixed Interest Rate. Certain Certificates of Deposit pay the rate of interest for the term of the certificate as provided at account opening or in the renewal notice for

each automatic renewal. The interest rate, however, may be adjusted by the Bank in the event the depositor makes a partial withdrawal that reduces the deposit balance below the minimum required to earn the existing rate. The adjustment to the interest rate is calculated by utilizing the current rate tiers, which are determined by deposit balance and term, established periodically by the Bank. Under no circumstances will the rate be increased above the interest rate disclosed on the Interest Schedule or the last disclosed rate. The Bank may modify the Certificate of Deposit to accrue interest at the Bank's current rate of interest until the next renewal date, based on current rate tiers for the remaining balance and term of the Certificate of Deposit.

Variable Interest Rate. Variable Interest Rate Certificates of Deposit pay the initial rate of interest disclosed at account opening or in the renewal notice for each automatic renewal period. After the expiration of the initial interest rate, each Certificate of Deposit is subject to interest rate and APY changes determined at our discretion, based upon the terms of the individual type of Certificate of Deposit.

RENEWAL. All Certificates of Deposit automatically renew at maturity upon the same terms and conditions as set forth for the original Certificate except for the interest rate and for any terms and conditions that may have been modified by the Bank prior to maturity. You may change the term of a Certificate of Deposit by notice to the Bank during the ten (10) day period beginning the day after the renewal date and including the next nine (9) calendar days. Thereafter, the Certificate of Deposit will automatically renew for the modified term. (At maturity, the Elite/Classic/Advantage Certificate of Deposit and the All Client CD Special which were afforded an interest rate bonus shall be renewed at the interest rate designated by the Bank at the time of renewal for Certificates of like term and amount.) Additional deposits or partial withdrawals may be permitted at renewal subject to the following:

Certificates of Deposit with a Term of Less Than 32 Days. Additional deposits or partial withdrawals of principal and interest may be made on the renewal date. If the renewal date should fall on a weekend or federal holiday for purposes of additional deposits and partial withdrawals, the renewal date will be considered the next business day. (For purposes of renewal, the new term begins on the actual renewal date, not the next business day.)

Certificates of Deposit with a Term of 32 Days or More. Additional deposits and partial withdrawals of principal and interest may be made for ten (10) calendar days beginning on the renewal date and including the next nine (9) calendar days.

Minimum Balance. Partial withdrawals of principal and interest may be made at renewal, provided that the balance remaining in the account after the partial withdrawal satisfies the Bank's minimum deposit requirements for the Certificate of Deposit.

REDEMPTION. The following restrictions apply to the redemption of a Certificate of Deposit without penalty and the payment of interest after maturity:

Automatically Renewable Certificates of Deposit with a Term of Less Than 32 Days. Redemption without penalty may be made on the maturity date only. If not redeemed on the maturity date, the Certificate of Deposit shall accrue interest at the current rate for Certificates of Deposit of the same term, type, and amount.

Automatically Renewable Certificates of Deposit with a Term of 32 Days or More. Redemption without penalty may be made for ten (10) calendar days (including the maturity date) following any maturity. If the Certificate of Deposit is redeemed within ten (10) calendar days (including the maturity date), interest will be accrued and paid at the current rate for Certificates of the same term, type, and amount through the date of redemption. If not redeemed within ten (10) calendar days (including the maturity date), interest shall accrue at the current rate for Certificates of Deposit of the same term, type, and amount.

EARLY WITHDRAWAL OF INTEREST. With the Bank's consent, you may make a withdrawal of all or part of the accrued interest on a Certificate of Deposit prior to its maturity date provided that the remaining balance is at least equal to the original principal amount of the Certificate of Deposit. Interest that has been credited to the Home Saver CD and the College Saver CD may not be withdrawn until the maturity of the Home Saver or the College Saver Certificate of Deposit.

EARLY WITHDRAWAL OF PRINCIPAL. Withdrawals of principal from a Certificate of Deposit prior to maturity may be permitted provided the principal balance remaining in the account continues to meet the Bank's minimum deposit requirement. In addition, certain early withdrawal penalties will apply and the interest rate may also be reduced.

Early Withdrawal Penalties. Except as otherwise disclosed, for Certificates of Deposit with a term of less than three (3) months, the penalty shall be an amount equal to all interest that would have been earned during the term of the Certificate of Deposit. For Certificates of Deposit with a term of three (3) months to twelve (12) months, the penalty shall be an amount equal to three (3) months simple interest on the principal amount withdrawn. For Certificates of Deposit with a term greater than twelve (12) months, the penalty shall be an amount equal to six (6) months simple interest on the principal amount withdrawn.

Medical Emergency. An early withdrawal of principal for a medical emergency may be permitted without an early withdrawal penalty if: the initial deposit and any additional deposit have been on deposit at least seven (7) days prior to withdrawal; there have been no partial withdrawals for six (6) days preceding the withdrawal; and the owner of the Certificate of Deposit maintains a Golden Advantage, Elite Gold, or Senior Checking account at the time of the withdrawal.

Death or Incompetency. If a Depositor dies or is judicially declared mentally incompetent after purchasing a Certificate of Deposit, the Bank may honor one (1) request for withdrawal of the deposit prior to maturity without penalty.

NOTE: Additional penalties may be set forth on the Certificate or on the Certificate of Deposit Receipt. If the amount of the penalty exceeds the actual interest accrued for the term, whether paid or unpaid, the penalty shall be withheld from the principal of the Certificate of Deposit.

ADDITIONAL TERMS FOR CERTIFICATES OF DEPOSIT.

"Add On" Certificates of Deposit. There must be one deposit of \$50 or more made automatically by monthly draft to the Add On Certificate. The Depositor may elect to make additional deposits of \$50 or more by draft, in person, or through BB&T's OnLine Banking. Interest will accrue on all additional deposits at the same interest rate and APY as the original deposit or the rate in effect at the last renewal. Failure to continue the draft in the minimum amount at any time during the term of the Add On Certificate of Deposit will cause the deposit account to be converted to a savings account. At such time, the interest rate will be adjusted to the rate applicable to savings accounts. The Bank will notify the Depositor in writing at least thirty (30) calendar days prior to the conversion of an Add On Certificate of Deposit to a savings account.

TREASURY CD. The interest rate will be determined at the Bank's discretion but shall not be less than one percent below the discount rate of the preceding month's last auction of the United States Treasury Bill with a maturity of 3 months. Changes to the interest rate on your BB&T Treasury CD may be made by the Bank at any time. Additional deposits of at least \$100.00 are allowed at any time and may be made in person or by draft. Interest will accrue on all additional deposits at the interest rate and APY on the account at the time of the additional deposit. During the term of the CD, and for any subsequent renewal, you are permitted one "no fee" withdrawal each month provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

CAN'T LOSE CD. After the first twelve (12) months of the initial deposit or from the last renewal date, one additional deposit, up to \$10,000, may be made at anytime during the remaining term of the CD. Interest will accrue on any additional deposit at the same interest rate and APY as the original deposit or the rate in effect at the last renewal. One (1) withdrawal may be made from the Can't Lose CD without penalty if the initial deposit has been on deposit at least twelve (12) months prior to withdrawal, any additional deposit has been on deposit for at least seven (7) days and there have been no partial withdrawals for six (6) days preceding the withdrawal.

STEPPED RATE CD. After the first twelve (12) months of the initial deposit, and each 12 months thereafter, the interest rate on the account will be increased. An additional deposit, up to \$10,000, is permitted at the time of the rate increase, or every 12 months after the initial deposit. Interest will accrue on all additional deposits at the interest rate and APY on the account at the time of the additional deposit. Withdrawals are allowed, penalty free, after the initial 24 months provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for at least six (6) calendar days preceding the withdrawals.

Home Saver CD. There must be one deposit of \$50 or more made automatically by monthly draft to the Home Saver Certificate. The Depositor may elect to make one additional deposit of \$50 per month by draft, in person, or through BB&T's OnLine Banking. Interest will accrue on any additional deposit at the same interest rate and APY as the original deposit or the rate in effect at the last renewal. The entire principal amount in a Home Saver CD may be withdrawn without penalty subject to the following restrictions; the withdrawn funds are used for the purchase of a home, the initial deposit and each additional deposit have been on deposit for at least seven (7) days preceding the withdrawal and there have been no partial withdrawals for six (6) days preceding the withdrawal of all principal. Full withdrawals prior to maturity which do not meet these requirements and all partial withdrawals from a Home Saver CD are subject to the same penalties for early withdrawal applicable to other types of Certificates of Deposit as specified above.

College Saver CD. There must be one deposit of \$50 or more made automatically by monthly draft to the College Saver Certificate. The Depositor may elect to make one additional deposit of \$50 per month by draft, in person, or through BB&T's OnLine Banking. Interest will accrue on any additional deposit at the same interest rate and APY as the original deposit or the rate in effect at the last renewal. Four (4) partial withdrawals, per year, may be made from the College Saver CD without penalty subject to the following restrictions; the withdrawn funds are used for college expenses, the initial deposit, and each additional deposit, have been on deposit for at least seven (7) days preceding the withdrawal, and there have been no partial withdrawals for six (6) days preceding the withdrawal. Partial withdrawals which do not meet these requirements and full withdrawals prior to maturity from the College Saver CD are subject to the same penalties for early withdrawal applicable to other types of Certificates of Deposit as specified above.

I. FUNDS AVAILABILITY

GENERAL WITHDRAWAL POLICY. This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third parties (whether by check, point-of-sale transaction, debit card, ACH, or preauthorized transfer), and an unlimited number of telephonic and prearranged automatic transfers to other accounts you have with the Bank.

Our policy is to make funds from BB&T check deposits available on the same business day that we receive the deposit, and to make funds from non-BB&T check deposits available on the first business day after the day we receive the deposit. Funds from an over-the-counter cash deposit will be available on the day we receive the deposit. Funds from an electronic direct deposit will be available on the day we receive settlement for the deposit. Once available, the funds may be used by you for withdrawal and any other purpose and we can use the funds to pay checks and other items that post to your account.

BRANCH DEPOSITS. For determining the availability of your deposits made at BB&T branches, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit during regular business hours prior to the Bank's established cutoff time on a business day that we are open, we will consider that the day of your deposit. Any deposits made after our cutoff time, as otherwise posted or on a day we are not open, will be considered made on the next day we are open. Cutoff times may vary by location and are posted at each branch office. The earliest cutoff time for any branch is 2:00 p.m. local time.

ATM DEPOSITS. For determining the availability of your deposits made at BB&T 24 ATMs, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before two o'clock on a business day, we will consider that the

day of your deposit. ATM deposits made after four o'clock will be considered to be deposited on the next business day. For any ATM deposits made between two o'clock and four o'clock, the current day will generally be considered the date of your deposit, although the deposit may be delayed until the following business day in some cases. You should consult your transaction receipt for the exact posting date of any ATM deposit.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds from a BB&T check available on the same business day as the deposit, or we may not make all of the funds from a non-BB&T check available on the first business day after the day of the deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposit may be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from a BB&T check deposit available on the same business day of your deposit, or, if we are not going to make all of the funds from a non-BB&T check deposit available on the next business day after the day of your deposit, we will notify you at the time you make your deposit. We also will tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available.

In addition, withdrawal of funds you deposit by check may be delayed for a longer period under one or more of the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the preceding six (6) months.

There is an emergency, such as failure of communications or computer equipment.

You deposit checks to a new account (\$100 may not be given).

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They generally will be available no later than the eleventh business day after the day of your deposit.

SEPARATE DEPOSIT REQUIREMENTS. Funds from the deposit of state and local government checks, cashier's, certified, teller's or official checks may be available on the first business day following the day of your deposit if the following two requirements are met: You must notify the teller at the time of deposit that you are requesting next day availability for these types of checks; and these checks are listed and included on a separate deposit slip from any other items you deposit at that time. If you do not request next day availability or fail to segregate your checks on a separate deposit slip, the Bank may process the checks under our general funds availability policy.

SPECIAL RULES FOR NEW ACCOUNTS. If you are a new customer, the following special rules may apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks, U.S. Treasury checks, U.S. Postal Service Money Orders, and checks drawn on Federal Reserve Banks and Federal Home Loan Banks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, these checks (other than U.S. Treasury checks) must be deposited in an account held by the payee and must be deposited in person to an employee of the Bank. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 may not be available until the second business day after the day of your deposit. The excess over \$5,000 will be available by the ninth business day after the day of your deposit. Proceeds of a U.S. Treasury check which are deposited in an account held by the payee will be available on the first business day after the day of your deposit

even if not deposited in person to one of our employees.

Funds from all other check deposits generally will be available on the first business day after the date of deposit unless they are held by the Bank as set forth in the section entitled "LONGER DELAYS MAY APPLY."

HOLDS ON OTHER FUNDS.

Check Cashing. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Other Accounts. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

J. BACKUP WITHHOLDING & TAXPAYER IDENTIFICATION

Backup Withholding. Unless you are exempt as described below, federal law requires that a payer of interest or dividends, such as the Bank, withhold a statutory amount of interest payments or dividend payments (this is referred to as backup withholding) if you, as payee:

- Fail to furnish the payer a Taxpayer Identification Number ("TIN"), or
- The Internal Revenue Service notifies us that you furnished an incorrect TIN, or
- You or we are notified by the Internal Revenue Service that you are subject to backup withholding because of certain underreporting.

If a correct TIN is not furnished at the time the account is opened, backup withholding will commence immediately. If you do not have a TIN, but have applied (or will soon apply) for one, you may indicate this, and, in that case, you will not be subject to withholding for a period of sixty (60) days, but you must provide us with your TIN promptly after you receive it in order to avoid withholding after the end of the sixty (60) day period. (Please refer to the paragraph entitled **Obtaining A TIN** for instructions on obtaining a TIN.) After sixty (60) days, if a certified TIN is not furnished, the account may be closed.

Also, certain Internal Revenue Service penalties may apply if your TIN is not provided.

The TIN for a U.S. citizen or an eligible resident alien individual is a Social Security number. For resident or non-resident alien individuals who do not have, or are ineligible for, a Social Security number, the TIN is an IRS Individual Taxpayer Identification Number ("ITIN"). For estates and trusts the TIN is their Employer Identification Number.

Obtaining A TIN. To obtain a TIN, get Form SS-5, Application for a Social Security Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office, or Form W-7, Application for IRS Individual Taxpayer Identification Number (for individuals who are ineligible to obtain a Social Security number).

The following table indicates the name and number to be provided for each type of account.

For this type of Account	Give the name and Social Security or ITIN number of:
Individual	The individual
Two or more individuals (multiple party account)	The actual owner of the account, or, if combined funds, the individual listed first on the account
Custodian account of a minor (Uniform Transfers to Minors Act)	The minor
Personal Trust Account, Living Trust, and Grantor Trust	Grantor/Trustee
A valid trust or estate	Legal entity
A broker or registered nominee	The broker or nominee

EXEMPT PAYEES. If you are exempt from backup withholding and information reporting,

you must complete a certificate to that effect provided by the Bank. You must also provide the Bank with your TIN to be considered exempt.

ALIEN INDIVIDUALS. For purposes of this section, the term alien individual means an individual who is not a citizen or national of the United States. An Individual Taxpayer Identification Number (ITIN) is a taxpayer identifying number issued to an alien individual by the Internal Revenue Service for use in connection with filing requirements. ITINs are generally issued to non-resident aliens. In most cases, resident aliens must supply a Social Security number. If a resident alien is ineligible to obtain a Social Security number, an ITIN must be furnished. If you do not have a Social Security number or an ITIN, you may apply for one using a Form SS-5, Application for a Social Security Card, or Form W-7, Application for IRS Individual Taxpayer Identification Number, or any other form authorized by the IRS. If you are a non-resident alien individual, you must also furnish your passport, or some other government document to verify your identity.

PRIVACY ACT NOTICE. Section 6109 of the Internal Revenue Code requires most recipients of dividends, interest, or other payment to give Taxpayer Identification Numbers to payors who must report payments to the Internal Revenue Service. The Internal Revenue Service uses the numbers for identification purposes and to verify the accuracy of your tax return. Payors must be given numbers whether or not recipients are required to file tax returns.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

K. BANK SECRECY ACT

The Bank Secrecy Act and its implementing regulation require a bank to maintain records and/or report certain transactions to federal government agencies. The act and regulation have been amended periodically and focus on issues such as anti-money laundering and anti-terrorist financing.

USA PATRIOT ACT DISCLOSURE. Under current federal law, the Bank is required to use reasonable procedures to verify the identity of any person seeking to open an account with the Bank. You acknowledge that the Bank's identity verification procedures require the Bank to request certain information from you or third parties regarding you. You agree to provide the Bank with, and consent to, the Bank obtaining from third parties such requested information, including your name, date of birth, tax payer identification number and physical address, as a condition of opening any account. To the extent that you fail to provide or to consent to providing any such information, that failure shall be grounds for the Bank to not open your account and/or to close your account(s).

REPORTING CERTAIN ACTIVITIES. Banks are required to file a report called a Currency Transaction Report (CTR) with the Internal Revenue Service whenever it has currency transactions that exceed \$10,000 in one business day. This includes both single and multiple transactions, transactions to or from or on behalf of any one individual or other entity, or in or out of any one account, and exchanges of currency. Banks are also required to file other reports with the U.S. Treasury Department when a transaction is conducted or attempted by, at, or through a bank, involves or aggregates at least \$5,000 in funds or other assets, and the bank knows, suspects, or has reason to suspect that: (a) the transaction involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation; (b) the transaction is designed to evade any requirements of this part or of any other regulations promulgated under the Bank Secrecy Act; or (c) the transaction has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage, and the bank knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction.

Banks are also required to maintain a record of: (i) sales of certain negotiable instruments such as cashier's checks, money orders, traveler's checks and other similar instruments when the amount of cash involved is \$3,000 to \$10,000 inclusive; and (ii) funds transfers of \$3,000 or greater. These records must be made available to the U.S. Treasury Department upon request.

Other crimes under the Bank Secrecy Act are: (i) causing or attempting to cause a financial institution to fail to file a currency transaction report; (ii) causing or attempting to cause a

financial institution to file an inaccurate report; and (iii) structuring or attempting to structure large transactions with financial institutions into several smaller transactions in an attempt to avoid reporting. Financial institutions, financial institution employees, and individuals may all be subject to prosecution for evading the reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. The Depositor agrees to assist the Bank in gathering information to meet Bank Secrecy Act requirements.

L. ELECTRONIC FUND TRANSFER AGREEMENT & DISCLOSURES

This Electronic Fund Transfer Agreement governs the transfer of funds initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of instructing the Bank to debit or credit your consumer account(s). This Agreement also contains the disclosures required by the federal Electronic Fund Transfer Act and Regulation E of the Federal Reserve Board. This information applies only to electronic fund transfers to or from deposit accounts established primarily for personal, family, or household purposes.

- 1. ELECTRONIC FUND TRANSFERS.** Electronic fund transfers include, but are not limited to, debit card and ATM transactions, preauthorized deposits and payments, telephone transfers; transfers initiated through a personal computer, and transfers initiated by third parties. Examples of transfers initiated by third parties include, but are not limited to, electronic check conversions and electronic returned check charges. An electronic check conversion occurs when you authorize a third party to initiate an electronic fund transfer from your account using information from the check you provide to the third party. This may occur at the point of sale or when you send a check by mail or deliver a check to a third party's lockbox location. In addition, an electronic fund transfer may be initiated to collect a fee if your check or electronic fund transfer is returned or declined for insufficient funds. Your authorization for such transfers can occur in a number of ways. In some cases, your authorization can occur when the third party posts a sign or otherwise informs you of their policy.
- 2. ACCESS DEVICES.** An Access Device is a card or personal identification code that provides access to a consumer's deposit account, which may be used to initiate electronic fund transfers. Access Devices include, but are not limited to, your BB&T Automated Teller Machine Card, (ATM Card), BB&T Check Card (Check Card), Personal Identification Number (PIN), and your MasterCard or Visa Credit Card* when used to conduct electronic fund transfers. A check is not an Access Device; however, an electronic fund transfer initiated by using information obtained from a check is governed by this Agreement. You may, verbally or by other authorized means, request an Access Device to conduct electronic fund transfers to or from your consumer accounts. We may refuse to issue an Access Device to any customer, and we may terminate Access Device privileges, with or without cause or notice, unless otherwise required by law.
- 3. APPLICABLE AGREEMENTS.** You agree to conduct all electronic fund transfers in accordance with this Agreement and Disclosures, any separate agreement and disclosure provided in connection with the issuance of any particular Access Device, and any agreement governing your accounts. The repayment of any advances on a credit line initiated electronically will be governed by the terms and conditions of the applicable agreement governing the credit line. Please refer to the BB&T Online Banking Agreement and Initial Disclosures, as amended for important additional information concerning electronic fund transfers initiated using a personal computer or wireless device.
- 4. VERIFICATION OF TRANSACTION.** Transaction records issued with respect to an electronic fund transfer will be subject to verification and adjustment in accordance with the rules and regulations of the Bank and applicable law. Where there is a conflict between a transaction record and the Bank's record, the Bank's record shall control.
- 5. OVERLINES AND OVERDRAFTS.** You agree not to conduct any transaction(s) to withdraw more than the applicable daily limit on any day, or cause the balance in your deposit account to go below zero, or cause the outstanding balance of your credit line to go above your credit limit. We may reject any such transaction; however, if we pay the overdraft or advance funds in excess of your credit limit, you agree to pay, upon request, the excess amount which was improperly withdrawn or transferred, together with any applicable fees as outlined in the Personal Services Pricing Guide or in the agreement

governing your account. Overdrafts on your account may result in advances from your overdraft protection plan. Any item that cannot be covered by overdraft protection will be treated as a NSF and subject to applicable NSF fees. You may not be provided notice prior to completing a debit transaction or ATM withdrawal that such transaction will cause an overdraft on your account. You should confirm your actual account balance prior to initiating any withdrawal transaction.

6. POINT OF SALE TRANSACTIONS/HOLDS ON FUNDS. If you use your ATM Card or Check Card to purchase goods and services, including Internet purchases (point-of-sale transactions), you authorize us to debit your deposit account, and you agree that your authorization may result in an immediate withdrawal from the account, even though the transaction may not actually be posted to that account until a later date. The merchant may submit a pre-authorization for the transaction to us which is either accepted or declined by us. The pre-authorization amount may be the transaction amount estimated by the merchant, which may be more or less than the final transaction amount authorized by you. Restaurants, hotels and motels, car rental agencies, and gas stations regularly submit estimated transactions to us on our depositor's accounts. We cannot determine in advance whether a pre-authorization amount will exceed the amount of the final transaction amount authorized by you; however, because we are obligated to pay the pre-authorization amount submitted by the merchant if we accept it, the available balance in your primary deposit account will be reduced by the amount of the pre-authorization submitted by the merchant (a "hold") even if the final settlement transaction has not yet been received or processed by us. This hold, which may be more or less than the final transaction amount, may affect the availability of funds in your account to authorize and pay checks and electronic transactions. As a result, checks or electronic transactions may be declined, dishonored, or not paid which can result in NSF fees and/or other charges against your account. We are not responsible if we do not authorize or pay electronic fund transfers, or if we dishonor checks drawn on your checking account while such a hold is placed on your account. By conducting point of sale transactions, you authorize us to rely on preauthorized amounts submitted by merchants electronically or otherwise, to place such a hold or holds on your account, and to determine the balance available to pay checks and/or authorize other electronic transfers from your account. Your account will be debited when the settlement transaction corresponding with the preauthorized amount has cleared through us, or the hold on your account will be released in three (3) business days, whichever first occurs. Additionally, you should know that a merchant may reverse the pre-authorization at your request, and/or extend or modify the amount of the pre-authorization in certain circumstances, such as an extended hotel stay. If an extension or modification is submitted by a merchant, the hold on your account will be extended or modified. No cash refunds will be made to you by the Bank on ATM Card/Check Card purchases. Any claim or dispute regarding goods or services purchased with your ATM Card/Check Card or pre-authorizations submitted by merchants must be directed to the merchant or other business establishment at which you made the purchase. The amount of the credit, if any, will be reflected on your periodic account statement. You may not stop payment on ATM Card/Check Card purchases.

7. ZERO LIABILITY POLICY FOR ATM CARD/CHECK CARD PURCHASES. You may have no liability for unauthorized ATM Card or Check Card purchases, subject to the following terms and conditions:

- a. Our zero liability policies apply only to unauthorized purchases using your ATM Card or Check Card. Any claims of unauthorized ATM Card/Check Card purchases that do not meet the conditions of this section and any claims of unauthorized transactions involving other types of electronic fund transfers are governed by the Regulation E Disclosures below, and any separate agreement provided in connection with the issuance of the Access Device. If your claim does not meet the terms and conditions contained in this section, the Bank will automatically re-examine your claim in accordance with the Regulation E Disclosures below.
- b. Our zero liability policy may not apply if: (i) we determine that the unauthorized transaction was a result of gross negligence or fraud on your part; (ii) you fail to provide us with a statement or affidavit of your claim within the time requested; (iii) we determine that the transaction was not "unauthorized" as defined below; or (iv) you fail to report the loss, theft, or unauthorized use of your ATM Card, Check Card, or card number within a reasonable period of time. A reasonable period of time will be determined by Bank in its sole discretion, but in no event will it be shorter than the time periods specified in the Regulation E Disclosures below.

c. "Unauthorized" Defined – A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if: (i) you furnish the card, card number, or other identifying information to another person and give that individual express or implied authority to perform one or more transactions and the person then exceeds that authority, or (ii) for any other reason Bank concludes that the facts and circumstances do not reasonably support a claim of unauthorized use.

8. CANCELING YOUR ACCESS DEVICE. You may cancel your Access Device at any time by notifying us in writing and no longer using it. Canceling your Access Device will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Access Device after this Agreement has been terminated.

9. INTERNATIONAL TRANSACTIONS. Visa will convert to U.S. dollars any purchase, credit, cash disbursement, ATM transaction or reversal transaction made to your account in currency other than U.S. dollars. The conversion rate will be determined using VISA currency conversion procedures then in effect. Under the currency conversion procedure that VISA International uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate is subject to change by VISA. The date the conversion rate is applied by VISA is either: (1) the date the transaction is processed; or (2) the day before the date the transaction is processed. Thus, the conversion rate applied may differ from the rate on the date of your transaction. Any fees imposed by us in connection with foreign currency conversions and in connection with transactions occurring outside of the United States, Puerto Rico, and the U.S. Virgin Islands (international transactions) are contained in the Personal Services Pricing Guide.

10. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS. Tell us AT ONCE if you believe your Access Device has been lost or stolen, or that someone may have electronically transferred money from your account without your permission, or that someone has used information from a check to conduct an unauthorized electronic fund transfer. Telephoning us is the best way of keeping possible losses down. Except in situations governed by the zero liability policy described above, if you tell us within two (2) business days after you learn of the loss or theft of your Access Device or the unauthorized transaction, you can lose no more than \$50 if someone makes electronic transfers without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Device or the unauthorized transaction, and we can prove that we could have stopped someone from making electronic transfers without your permission if you had told us, you could lose as much as \$500.

Also, if your periodic statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we will extend the time periods.

11. TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER. If you believe your Access Device has been lost or stolen, or your PIN has been obtained by an unauthorized person, or that someone has transferred or may transfer money from your account without your permission, IMMEDIATELY call:

1-800-682-6921

or write

Liability Risk Management

P. O. Box 996

Wilson, North Carolina 27894-0996

You should also call or write to the number or address above if you believe a transfer has been made using information from your check without your permission

12. BUSINESS DAYS. For purposes of these disclosures, our business days are Monday through Friday, except Federal holidays.

13. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS.

a. **Account Access.** You may perform the following types of transactions. Some of these services may not be available with every Access Device, or at every electronic terminal and may be subject to restrictions contained in the agreement provided with that particular Access Device.

- Account inquiry
- Withdraw cash from your designated deposit accounts
- Make deposits to your designated deposit accounts
- Transfer funds between your designated deposit accounts and line of credit accounts
- Make payments on designated lines of credit from designated deposit accounts
- Pay for purchases at merchants who have agreed to accept the Access Device, or otherwise initiate electronic fund transfers to pay for purchases
- Electronically pay bills directly from your deposit account
- Make an electronic payment from your deposit account using information from your check

b. **Limitations on Frequency of Transfers:** For savings accounts only (including Money Rate Savings and Investor's Deposit Account), there is a limit of no more than six (6) transfers or withdrawals during any statement cycle to or from your deposit accounts, or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes BB&T OnLine and BB&T Phone24), and no more than three of the six transfers may be made by check, draft, Check Card or ATM Card Point-of-Sale transactions or similar order made by you and payable to third parties.

c. **Limitations on Dollar Amounts of Transfers:**

- You may withdraw up to a maximum of \$500 (\$1,000 for Elite Classic, Classic Banking; \$1,500 for, Golden Advantage, Elite Gold and SMART Money Manager; \$2,000 for Private Elite, and \$3,000 for Legacy clients) each business day from our ATMs. For security reasons, there may be other limits imposed on the amount you may withdraw from our ATMs.
- The daily limits for Check Card or ATM Card Point-of-Sale transactions are the lesser of your available balance or \$3,000 (\$5,000 for Elite Classic, Classic Banking, and Golden Advantage, \$6,000 for Elite Gold and SMART Money Manager, \$10,000 for Private Elite and \$25,000 for Legacy clients).
- Other limitations may apply to transfers made using BB&T OnLine. Please refer to the BB&T OnLine Banking Services Agreement and Initial Disclosures.
- Other limitations may apply at ATMs that do not display the BB&T name.

14. **CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS.** If an account is subject to service fees, the applicable service fees will apply whether the transfer is initiated electronically or by written order. Applicable service fees, and fees for conducting electronic fund transfers are outlined in the Personal Services Pricing Guide. A fee may be imposed for a balance inquiry even if you do not complete a funds transfer. In addition, we may charge a fee when you use an ATM that does not display the BB&T logo and the owner or operator of an ATM that does not display the BB&T logo may impose a fee.

15. DOCUMENTATION OF TRANSFERS.

a. **Electronic Terminal Transfers.** You may get a receipt at the time you make a transfer using an ATM terminal or point-of-sale terminal.

b. **Preauthorized Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1-800-682-6921, during normal business hours, to find out whether or not the deposit has been made.

c. **Periodic Statements.** You will receive a monthly account statement, or less frequently if the account is inactive, that will show your electronic fund transfers.

16. PREAUTHORIZED TRANSFERS/PAYMENTS.

- a. Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments from your account, you can stop any of these payments. Here's how: You may call your local branch or 1-800-682-6921, or visit a branch to complete a stop payment form, or write to: Electronic Banking Department, P.O. Box 996, Wilson, North Carolina 27894-0996 in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. If you orally request a stop payment, we may require you to also put your request in writing and get it to us within fourteen (14) days after you call. You should refer to the BB&T OnLine Banking Services Agreement for the procedure to stop an online payment.
- b. Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be.
- c. Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

17. BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if the transfer would go over the credit limit on your credit line; (iii) if the ATM was not working properly and you knew about the breakdown when you started the transfer; (iv) if circumstances beyond our control prevent the transfer despite reasonable precautions we have taken; and (v) if the ATM where you are making the transfer, does not have enough cash. There may be other exceptions stated in other agreements with you.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS, TELEPHONE US AT:

1-800-682-6921

or write

Liability Risk Management

P. O. Box 996

Wilson, North Carolina 27894-0996

Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and deposit account number (if any)
- Describe the error or the transfer about which you are unsure, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question for ATM transactions made within the United States and up to ninety (90) days for new accounts, foreign initiated transactions and Point-of-Sale transactions. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, minus a maximum of \$50.00, so that you will have the use of the money during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to recredit your account for the amount you think is in error, minus a maximum of \$50.00. If we ask you to put your complaint in writing, and we do not receive it within ten (10) business days, we may not recredit your account and you will not have use of the money during the time it takes us to complete our investigation. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our

investigation. You may ask for copies of the documents that we used in our investigation.

- 18. CONFIDENTIALITY.** Subject to applicable law, we will disclose information to third parties about you and your accounts or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) as otherwise required or permitted by law or government regulation; (v) if you give us permission; and (vi) as stated in the BB&T Corporation Consumer Privacy Notice.
- 19. NOTICE OF SAFETY PRECAUTIONS.** You should employ the following basic safety precautions while using an automated teller machine ("ATM") during hours of darkness: (i) be aware of your surroundings when using an ATM, particularly during the hours of darkness; (ii) be accompanied by another person when using an ATM during the hours of darkness; (iii) refrain from displaying cash and your PIN, place cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as a car or home; (iv) use another ATM or return at a later time if anything suspicious is noticed; (v) cancel a transaction, place your Access Device in a pocket, and leave if you notice anything suspicious when using an ATM; (vi) immediately report all crimes to the operator of the ATM and to local law enforcement officials; and (vii) create a PIN that is difficult to guess by others, memorize it, and do not carry your PIN with your card.
- 20. 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 A 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.**

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 with 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 Agreement. As used in this arbitration 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 only. This means that even if a demand for class arbitration, class action lawsuit or other representative action, including a private attorney general action, is filed, any Claim related to the issues of such lawsuits will be subject to individual arbitration. Claims subject to arbitration also include Claims that are made as counterclaims, cross-claims, 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 provision) shall be null and void in such proceeding.

- 21. MISCELLANEOUS.** Unless otherwise required by applicable law, we may change the terms of this Agreement from time to time by giving you notice of the change. If we must collect what you owe us, you will be responsible for our reasonable expenses of collection, including court costs and attorney's fees to the extent permitted by law. If more than one person requests electronic fund transfer services, each person will be bound by this Agreement and will be responsible for paying all amounts owed as a result of this Agreement. We reserve the right to reject any electronic fund transfer we reasonably believe is made in connection with an unlawful transaction or activity, including without limitation, gaming, gambling, lottery, or similar activities.

BB&T

BRANCH BANKING & TRUST

BBT.com

Member FDIC

 *Equal Housing Lender*

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