

Alpha Omega

Privacy Statement

Our Commitment to You

Alpha Omega, is proud to be part of a financial services organization that has been providing superior products and services to customers. We greatly appreciate the trust that you and thousands of other customers have placed in us, and we protect that trust by respecting your privacy, even if our relationship with you ends.

This privacy Statement illustrates our commitment to your privacy and explains our privacy practices so you can make an informed decision about whom you allow us to share your information with in order to offer you additional products and services. Although most customers enjoy receiving offers and information about additional products and services, if you prefer that we do not share your information for marketing purposes, we will respect your choice.

Types of Information We Collect

It is important that you know that in order to ensure that our customers get the very best service and highest quality products, Alpha Omega, collects demographic information (such as your name and address) and credit information (such as information related to your Accounts with us and others). This information comes either directly from you, for instance, from your application and transactions on your Account; or, it may come from an outside source such as your credit bureau report. Gathering this information helps us to identify our customers and manager our customer relationships. It also assists us in the development of products and services to meet the continuing needs of our customers.

We Respect Your Privacy

Since some of the information we gather is not publicly available, we take great care to ensure that this information is kept safe from unauthorized access. Because Alpha Omega respects your privacy and values your trust, the only employees or companies who can access your non-public personal information are those who use it to service your Account or provide services to you or to us. Alpha Omega diligently maintains physical, electronic and procedural safeguards that comply with applicable federal standards to guard your non-public personal information and to assist us in preventing unauthorized access to that information.

How We Share Information with Our Affiliates

From time to time, for general business purposes such as fraud control, or when we think it may benefit you, we share certain information with other companies within our corporate family (i.e. Affiliates). These companies all provide financial services such as consumer finance. We may also share certain information with non-financial service providers that become our Affiliates (such as travel, auto and shopping clubs). The information we share might come from your application, such as your name, address, telephone number, and Social Security number. Also, the information we share could include your transactions with us or our Affiliates (such as your account balance, payment history, and parties to the transaction) or credit card usage. The information we share with our Affiliates may also include your assets, income, or credit reports, which we collect from the sources described above. With this information, our Affiliates can determine if the products they specialize in, such as mortgages, automobile loans and insurance, may be benefit to you.

How We Share Information Outside the Alpha Omega Family

We may also share information with companies outside our corporate family (non-Affiliates) that are able to extend special offers we feel might be of value to you. These companies may be financial service providers (such as mortgage bankers or insurance product providers) or they may be non-financial companies (such as retailers or marketing companies). These offers are typically for products and services that you might not otherwise hear about. The information we may provide them comes from the sources described above and might include your name, address, and phone number. State law restricts how we share information about you, and we have chosen not to share your information in this way.

We may also provide information to non-Affiliates that perform operational services related to your Account or marketing services for us. Sharing information with these types of companies is permitted by law. Such a company might include a financial company (such as mortgage banker or insurance service provider) with whom we have a joint marketing agreement or a non-financial company (such as data processor or Internet service provider) with whom we have a service agreement. The information we may share also comes from the sources described above and might include your name, address, phone number and Account history with us.

Finally, we provide information about you to non-Affiliates such as credit reporting agencies and companies which provide services related to your Account. This information sharing is also permitted by law.

How to Request That Your Information Not Be Shared

Information Sharing with Our Affiliates*

If you do not want us to share your credit information (such as your credit bureau information) with our Affiliates, please let us know by completing the attached opt-out reply form. We will be happy to comply with your request. If you have previously informed us of your preference, you do not need to do so again. Your request will not apply to information about your transactions or experience with us (such as Account information, Account usage, or payment history) and will only apply to the HHGELOC Account you have designated on the opt-out form by Account number. An opt-out request by any party on a joint Account will apply to all parties on the joint Account.

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How We Share Information Outside the Alpha Omega Family

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Finally, we provide information about you to non-Affiliates such as credit reporting agencies and companies which provide services related to your Account. This information sharing is also permitted by law.

How to Request That Your Information Not Be Shared

Information Sharing with Our Affiliates*

If you do not want us to share your credit information (such as your credit bureau information) with our Affiliates, please let us know by completing the attached opt-out reply form. We will be happy to comply with your request. If you have previously informed us of your preference, you do not need to do so again. Your request will not apply to information about your transactions or experience with us (such as Account information, Account usage, or payment history) and will only apply to the HHGELOC Account you have designated on the opt-out form by Account number. An opt-out request by any party on a joint Account will apply to all parties on the joint Account.

How to Request That Your Information Not Be Shared

(If you have previously informed us of your preferences, you do not need to do so again.)

If you do not want Alpha Omega to share your non-public personal information as described in the attached Alpha Omega Privacy Statement (unless we are permitted or required by law to do so), please let us know by completing the information below, tearing off and mailing this form to:

Alpha Omega

Attn: Opt-Out Department

We will be happy to comply with your "opt-out" request, which will only apply to the HHGELOC Account you have designated below by Account number. An opt-out request by any party on a joint Account will apply to all parties on the joint Account.

Please do not include any other correspondence with your request, and do not include this form with your payment.

Information Sharing with Our Affiliates*

I do not want my credit information (e.g., credit bureau information) shared with other Affiliates. [This request will not apply to the sharing of information about your transactions or experience with us (e.g., Account information, Account usage, or payment).]

Information Sharing with Non-Affiliates

I do not want my non-public personal information (e.g. name and address) shared with non-Affiliates. I understand that this may exclude me from receiving valuable offers.

My Account number is:

Please print clearly.

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Name (as it appears on your credit card)

Address

City

State

Zip

Phone Number

ARBITRATION AGREEMENT

READ THIS ARBITRATION AGREEMENT CAREFULLY. IF YOU ACCEPT IT, IT WILL HAVE A SUBSTANTIAL IMPACT ON THE MEANS BY WHICH ANY DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED.

SCOPE OF AGREEMENT. This Consumer Arbitration Agreement ("Agreement") is entered into by the undersigned consumer/customer ("You" or "Customer") and the Company, Alpha Omega ("We" or "Company"). You and We agree that it applies to any and all claims, disputes, cases, or controversies between You and the Company or the Company's employees, agents, independent contractors, successors, or assigns, including but not limited to any claims, torts, counterclaims, disputes, cases, or controversies arising from or relating, directly or indirectly, to this agreement and our other agreements, any relationships which result from our agreements or course of dealings, the performance or nonperformance of our agreements, our business relationships, our communications, and our transactions, no matter against whom made, and to claims or controversies about the applicability of this arbitration agreement and the validity of the entire agreement between the parties – all of which are referred to as "Disputes" and are to be construed in the broadest manner possible. You and We agree that this Agreement shall apply to and cover any and all prior and subsequent transactions between You and the Company. You and We agree that this Agreement covers all parties to any lawsuit to which the Company is or may become a party, but only the Company has standing to enforce this agreement to avoid piecemeal litigation.

AGREEMENT TO ARBITRATE; EXCLUSIONS; PRESERVATION OF BANKRUPTCY RIGHTS AND JUDICIAL REMEDIES RELATED TO COLLATERAL. You and We agree that all Disputes, as described above, shall be resolved by neutral binding arbitration by arbitrator(s) selected as described below. Any arbitration hearing at which You appear will take place at a location near your residence or at such other locations as You and We may agree on. The arbitration shall be conducted according to the rules of the National Arbitration Forum or the Judicial Arbitration and Mediation Service ("JAMS").

Excluded from the agreement to arbitrate are any Disputes with an aggregate amount in controversy of less than the amount allowed in small claims court for the customers state, provided that You or We bring such claims individually against the other in small claims court or the court of least jurisdiction in the Customer's state, if any, and litigate them to a conclusion in that court.

Additionally, nothing in this agreement shall be construed to prevent either party's use of bankruptcy, or the Company's use of replevin, claim and delivery, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or property interests for contractual debts now or hereafter owed by either party to the other.

CLASS ACTION WAIVER. You agree to and do hereby waive any right you may have to litigate in court or to arbitrate any Dispute on a class-action basis, either as a representative or member of a class or as a private attorney general, or to otherwise pursue any Dispute in a class action or class arbitration. This waiver is referred to as a "Class Action Waiver." Notwithstanding anything to the contrary in this Agreement, the validity and effect of the Class Action Waiver shall be determined exclusively by a court. Neither the arbitration administrator nor any arbitrator shall have the power or authority to waive, modify, or fail or refuse to enforce the Class Action Waiver, and any attempt to do so, whether by rule or policy, arbitration decision or otherwise, shall be invalid and unenforceable.

NO JOINDER OR CONSOLIDATION. You and We agree that claims brought by or against one Customer may not be joined or consolidated in one arbitration or litigation with claims brought by or against any other Customer.

INTERSTATE COMMERCE. The parties agree that this Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and interpreted under the Federal Arbitration Act 9 U.S.C. § 1-16. Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

SELECTION OF ARBITRATOR(S) AND APPLICABLE RULES. The arbitration will be by an arbitrator to be agreed upon between the parties, or, failing agreement, to a panel of three arbitrators, one to be appointed by the Company and one to be appointed by the Customer, and the third to be chosen by the two appointed arbitrators. The arbitration shall be conducted according to the rules of the National Arbitration Forum or JAMS. Information about how to contact the National Arbitration Forum or JAMS is included below.

COSTS. You and We agree that, despite any rule providing that any one party must bear the cost of filing and/or the arbitrator's fees, all costs of the arbitrator(s) and all fees imposed by any arbitrator(s) hearing the dispute, will be shared equally between You and the Company, unless such payment of costs would impose a hardship upon You such that it would preclude you from vindicating your rights under applicable law. The arbitrator(s) will decide whether such a hardship exists. If the arbitrator(s) decide(s) that such a hardship exists, You and We agree that, despite any other rules providing that any one party must bear the cost of filing and/or the arbitrators' fees, all costs of the arbitration and all fees imposed by any arbitrator(s) hearing the dispute, will be paid by the Company.

Initials _____

PRINTED Name

ADDITIONAL DISCLOSURE STATEMENT

PAYMENT

Minimum Payment

The following is added to the Minimum Payment Section:

(2) (a): At our discretion, any Late Payment Fee, Overlimit Fee, and/or a portion or all of any Overlimit amount may be added to your Minimum Payment.

Interest Rates and Finance Charges

ANNUAL PERCENTAGE RATE (APR)	121.6667%	Corresponding Daily Periodic Rate	0.3333%
OTHER APRs	NONE		

Finance Charges

a) Minimum Finance Charge	0
b) Periodic Finance Charge	No grace period
c) Cash Advance Fee Finance Charge	None

Account Fees

Annual Fee	\$0.00
Late Payment Fee	\$30.00
Overlimit Fee	None
Returned Payment Fee	\$0.00
Returned Check Fee	\$20.00
Research Fee	\$7 for each sales slip copy \$3 for each statement copy \$10 for each application copy
Replacement Fee	\$5.00
Reinstatement Fee	\$29.00

ACCOUNT RENEWAL, CLOSURE AND TERMINATION

Closing Your Account

Please send your request to cancel or close your Account to Alpha Omega

CREDIT CARD FRAUD

Lost or Stolen Credit Card or Account Checks

Please call to report a lost or stolen HHGELOC checks.

Liability for Unauthorized Use

Please send notification of unauthorized use of your credit card to Alpha Omega or call .

ADDITIONAL TERMS

Arbitration

Your Account is subject to Arbitration.

YOUR BILLING RIGHTS

What to Do If You Think You Find A Mistake On Your Statment

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

Alpha Omega

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar Amount: The dollar amount of the suspect error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

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

CREDIT CARD FRAUD

Lost or Stolen Credit or Account Checks

You agree to notify us immediately if your credit card or credit card checks are lost or stolen. You may notify us by calling us at the phone number disclosed in the Additional Disclosure Statement.

Liability for Unauthorized Use

You should retain copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given either by writing us immediately upon learning of the loss, theft or possible unauthorized use or calling us at the telephone number listed on your billing statement. In any case, your liability for unauthorized use of your credit card will not exceed \$0. The address to notify us of unauthorized use of your credit card is disclosed in the Additional Disclosure Statement. You may also call us at the telephone number listed on your billing statement.

PERSONAL INFORMATION

Change of Name, Address, Telephone Number or Employment

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment.

Updated Financial and Other Information

Upon request, you agree to promptly give us accurate financial and other information about yourself.

Credit Reporting

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency. If any specific information related to your Account transactions or credit experience with us is inaccurate, you may notify us to correct the inaccurate information (after confirmation of the alleged error) reported to any credit reporting agency by writing to us at

Certain Privacy Practices

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies and that we may use this information to amend, cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You agree that the Department of Motor Vehicles may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen and record telephone calls between you and your representatives in order to evaluate the quality of our service to you and to other Alpha Omega. For additional information regarding our privacy practices, please refer to our Privacy Statement.

ADDITIONAL TERMS

Change of Terms (including Finance Charges)

WE MAY CHANGE OR TERMINATE ALL OR ANY PART OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME INCLUDING WITHOUT LIMITATION ADDING OR INCREASING FEES, INCREASING YOUR PERIODIC PAYMENT, INCREASING THE RATE OR AMOUNT OF FINANCE CHARGES, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. AMONG OTHER THINGS, WE MAY INCREASE YOUR APR, FEES, AND TOTAL COST OF CREDIT, BASED ON A CHANGE IN YOUR CREDIT HISTORY, AN INCREASE IN YOUR CREDIT OBLIGATIONS, OR AN INCREASE IN THE USE OF YOUR CREDIT LINES WITH US OR ANOTHER CREDITOR. WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. UNLESS OTHERWISE STATED, CHANGES APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

Assignment of Account

We may sell, assign or transfer your Agreement and Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

Waiver

We may choose to delay enforcing or waive any of our rights under this Agreement in certain situations. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.

Severability

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.

Applicable Law

This Agreement and your Account will be governed by federal law and the laws of the state of Virginia, whether or not you live in Virginia and whether or not your Account is used outside Virginia. This Agreement is entered into in Virginia and all credit under this Agreement will be extended from Virginia.

Default APR

If your Account has a Default APR provision, the Default APR and conditions that may cause a Default APR to take effect and corresponding Daily Periodic Rate are disclosed in the Additional Disclosure Statement.

Promotional or Introductory APR

At our discretion, we may offer you a Promotional or Introductory APR for any type of transaction. The Promotional or Introductory APR, corresponding Daily Periodic Rate, period of time for which the Promotional or Introductory APR applies, and conditions by which the promotional period may be shortened are disclosed in the offer. Certain promotional offers may or may not be subject to Cash Advance Fees. Any Promotional or Introductory APR offer will be subject to the terms of the offer and this Agreement.

Finance Charges

Finance Charges are the total of the greater of (a) Minimum Finance Charge or (b) Periodic Finance Charges, and any applicable (c) Cash Advance Fee Finance Charges, (d) Overdraft Fee Finance Charges, and (e) any other Finance Charge(s).

Please see the Additional Disclosure Statement for applicability and amount of the following Finance Charges.

(a) Minimum Finance Charge.

A Finance Charge that is assessed in lieu of a lesser periodic Finance Charge in any billing cycle in which a periodic Finance Charge is payable.

(b) Periodic Finance Charges.

Periodic Rate Finance Charges accrue and are compounded on a monthly basis. To determine the Periodic Rate Finance Charge for each category, we multiply the Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billings cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges for each category together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

Cash Advances (including balance transfer and credit card checks). Periodic Finance Charges begin to accrue on the date of the transaction and continue to accrue until payment in full is credited to the Account. There is no Grace Period on cash advances.

Periodic Finance Charges will be calculated using the Daily Periodic Rate in effect on the statement closing date.

Any fee Finance Charge may cause the APR on the billing statement on which the fee Finance Charge first appears to exceed the nominal APR.

(c) Cash Advance Fee Finance Charges.

Cash advances include all advances to get cash over the counter, through an ATM, balance transfers (if available), credit card checks (if available), or other "cash-like" transactions (such as purchasing a money order, traveler's check, casino or betting chip, or a lottery ticket) as determined by us. A Finance Charge will be computed on the amount of each cash advance as of the date of the transaction.

(d) See Additional Disclosure Statement for applicability and amount of the following fees.

Annual Fee/Periodic Membership Fee

If your Account is subject to an Annual Fee or Periodic Membership Fee, you agree to pay this fee each year (or other periodic assessment if indicated on the Additional Disclosure Statement) your Account is open, or closed with a balance. You agree that this fee will be charged to your Account.

If you close your Account within the first 90 days your Account is open, the Annual Fee/Periodic Membership Fee(s) are refundable so long as you have not used the Account. The Annual Fee/Periodic Membership Fee compensates Alpha Omega in part, for HHGELOC services provided or made available to you throughout the membership year.

Late Payment Fee

A Late Payment Fee may be assessed for each billing cycle in which at least the Minimum Payment, and any amount past due, is not paid in time to be credited to the Account by the Payment Due date.

Other Fees and Charges**Returned Payment Fee**

A Returned Payment Fee is assessed to the Account each time a payment check, automatic payment deduction, or other payment method is not honored or is returned unsatisfied by the bank or other financial institution. Any payment returned unsatisfied for any reason may be reposted to any type of transaction (i.e. cash advance, purchases, etc.) and Finance Charges may be reinstated back to the payment date at the APR being charged for that transaction.

Returned Check Fee

A Returned Check Fee is assessed to the Account each time a credit card check, balance transfer check (if available), electronic check or other Account access device is returned unsatisfied by us for any reason.

Research Fee

A Research Fee may be assessed to the Account for each sales slip copy, statement copy and the application copy requested.

Replacement Fee

A Replacement Fee may be assessed to the Account if we replace a Card that is lost, stolen, or damaged, or if we issue a replacement Personal Identification Number (PIN) to facilitate access to Automated Teller Machines. If a replacement card is requested on a rush basis, we will charge our current fee for this service.

Reinstatement Fee

A Reinstatement Fee may be assessed whenever a request to reopen a closed or blocked Account is approved.

Additional Fees

See the Additional Disclosure Statement for any other fees that may be applicable to your Account.

ACCOUNT RENEWAL, CLOSURE AND TERMINATION**Card Renewal**

Cards are issued with an expiration date. We have the right not to renew your Card for any reason.

Closing Your Account

You can close your Account by writing to us. Your Account balance will continue to accrue Finance Charges and other fees and will remain subject to all the terms and conditions of this Agreement. You also agree to destroy your Card(s) and any unused credit card checks. We will not honor any credit card check written on your Account or authorize any transactions after your Account is closed. The address to send your request to close your Account is disclosed in the Additional Disclosure Statement.

Account Closure

We may close your Account, suspend your credit privileges, or reduce your credit limit at any time and for any reason, subject to the requirements of applicable law. In any of these events, your Account balance will continue to accrue Finance Charges and fees until paid in full, and will remain subject to all the terms and conditions of this Agreement. If we close your Account, you agree to destroy your Card(s) and any unused credit card checks. If your Account has been closed, or your credit privileges are suspended, you may not use your Card or credit card checks.

Default

You will be in default under this Agreement if: (a) you fail to make at least the Current Payment due in time to be credited to your Account by the Payment Due Date; (b) you violate any other provision of this Agreement; (c) you die; (d) you become subject to bankruptcy or insolvency proceedings; (e) you supply us with misleading, false, incomplete or incorrect information; (f) we receive information from third parties, including credit reporting agencies, which indicate a serious delinquency or charge-off with creditors; (g) you fail to provide us a physical address; (h) you exceed your credit limit; (i) your payment is returned unsatisfied by your bank or other financial institution for any reason; or (j) any credit card check is returned unpaid by us. Upon default, we have the right to close your Account, to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. If you do not pay us, your Account balance will continue to accrue Finance Charges and fees until paid in full and will remain subject to all the terms and conditions of this Agreement. If we sue you, or if we hire a third party to collect your Account balance, you will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by law in the state in which you reside, and we will apply your payments first to attorneys' fees and other costs and then to principal and unpaid Finance Charges.

Security Interest

If you have completed an application and Security Agreement for a secured account, the terms and conditions contained within this paragraph apply to your Account. You, to secure repayment of the monetary sums evidenced by the HHGELOC Agreement, do GRANT to us as the Secured Party, pursuant to the statute of the State of Virginia, a Security interest in and a lien upon items set forth in the Identification of Security Form, and all occasions thereto, and all proceeds thereof which act to secure the HHGELOC agreement and all obligations to us under the HHGELOC Agreement. You have further granted us, as security under the State of Virginia Statute an assignment and a security interest in all proceeds of insurance respecting any and all policies of insurance assuring against the loss and/or total destruction of the collateral. At all times that monetary sums remain due and unpaid, the Security shall not be removed from the State of Virginia. By the HHGELOC, you hereby expressly grant to us, as Secured party, in the event of default, pursuant to the HHGELOC or any of the terms and conditions of the HHGELOC agreement, an irrevocable right to Secured Party to physically repossess the Security to allow foreclosure upon Secured Party's Lien. In the event of such repossession, you hereby expressly grant to Secured Party the absolute right to liquidate this Security and UPON LIQUIDATION, YOU MAY RECEIVE ALL EXCESS PROCEEDS OF LIQUIDATION AFTER DEDUCTION FOR FULL PAYMENT TO LENDER OF THE PRINCIPAL AMOUNT OF THE LOAN, ACCRUED AND UNPAID INTEREST AND FEES DUE US PURSUANT TO THE HHGELOC AGREEMENT AND FORECLOSURE COSTS OF PRIVATE OR PUBLIC SALE INCLUDING ATTORNEY'S FEES AND COSTS INCURRED. You further grant to US your POWER OF ATTORNEY IN FACT to allow US full authority to protect our lien. You expressly warrant and promise that while the security interest is in effect you will not attempt to or seek to sell or dispose of the Security which you continue to own. YOU WILL AT ALL TIMES WHILE THE SECURITY INTEREST IS IN EFFECT AND UNTIL A FORECLOSURE UPON SECURED PARTY'S LIEN, BE THE LEGAL OWNER OF THE SECURITY ITEMS PURSUANT TO THE STATUTES OF THE STATE OF VIRGINIA.

HHGELOC AGREEMENT AND DISCLOSURE STATEMENT

This document and accompanying Additional Disclosure Statement make up your HHGELOC Agreement and throughout this document are referred to as HHGELOC Agreement or Agreement. The Additional Disclosure Statement contains important Account information including your Annual Percentage Rates ("APR"s) and amount of any fees. Please take the time to familiarize yourself with your Agreement and retain it for future reference.

Thank you for being a Alpha Omega customer. We appreciate your business.

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AGREEMENT TO TERMS AND DEFINITIONS

This HHGELOC Agreement and any amendments (Agreement) govern the open end line of credit we have established for you (your Account). "You" and "your" refer to all persons who applied for the Account or are contractually liable through any other means. "We," "us," and "our" refer to Alpha Omega. "Card" means any credit cards or other access devices issued under this Agreement.

You and we are bound by this Agreement from the earlier of the time you receive it or from the date of the first transaction, including, without limitation, the placement or posting of any Annual Fee or Periodic Membership Fee on your Account. You may close your Account before using it without paying any Annual Fee, or Periodic Membership Fee if applicable to your Account, when you call us within 90 days of your Account open date at our office location.

USING YOUR ACCOUNT

Account Use Restrictions

You agree to use your Account only for personal, family, household, or charitable purposes. You agree to use your Account only for valid and lawful purposes and that if your Account is used for any other purposes you are responsible for such use and may be required to reimburse us and the Network for all resulting amounts and expenses.

Types of Account Transactions

You can access your Account using any means approved by us to make purchases or receive cash advances. We may limit the dollar amount and/or frequency of any type of transaction without notice to you.

YOUR CREDIT

Credit Limit

We will advise you of the total credit limit on your Account. All or a portion of your total credit limit is available for cash advances. Your total credit limit and cash advance limit may change from time to time. We will notify you of any such changes through your billing statement or by sending you a separate notice. If no separate cash advance limit is listed on your billing statement, then the amount of your credit limit available for cash advances is your total credit limit.

You agree not to allow your unpaid balance (including Finance Charges and other charges) to exceed your total credit limit. We may not extend credit if you have exceeded your total credit limit or if the amount requested would cause your to exceed your total credit limit. If you exceed your total credit limit, you agree to pay us that excess amount immediately. Your available credit and cash advance amount may not reflect your payments for up to 14 days.

Credit Authorizations

Some transactions will require our prior authorization and you may be asked by the merchant to provide identification. If any part of the authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We may refuse to authorize any transactions at our sole discretion including, without limitation, if we reasonably suspect that such authorization may result in fraudulent or suspicious activity on the Account. We are not responsible for refusal or failure to authorize any transaction or refusal by any merchant to accept or honor your Card.

PAYMENT

Promise to Pay

You promise to pay according to the terms of this Agreement for all: (a) credit we extend on your Account; (b) Finance Charges, late charges, overlimit charges and administrative charges (e.g. for research, returned checks, overdraft protection, if applicable, etc.) provided in this Agreement; and (c) collection costs and attorneys' fees to the extent permitted by applicable law.

If your Account is a joint Account, each joint Accountholder is jointly and individually responsible for all amounts due under this Agreement regardless of death, divorce, other legal proceedings or any agreement that may affect liability between you. If any joint Accountholder requests to not be liable for future transactions, we may close your Account. If we do, you must continue to pay according to the terms of this Agreement, but you will not be able to make new charges on your Account.

Payment

Each statement you receive from us will identify a Minimum Payment and Current Payment Due.

Minimum Payment

The Minimum Payment is calculated as follows:

Your Minimum Payment is:

5% of original balance of all balances subject to finance charge plus the following:

- Any periodic Finance Charges
- Any Monthly Maintenance Fee Finance Charge, if applicable, and
- Any additional amounts disclosed in the Additional Disclosure Statement

Current Payment Due

The Current Payment Due is:

> Your Minimum Payment plus any amount past due.

Your Minimum Payment and Current Payment Due will be rounded to the nearest penny, unless doing so will cause the resulting value to exceed the New Balance.

Timing and Form of Payments

You must pay at least the Current Payment Due in time to be credited to your Account by the Payment Due Date, and failure to do so constitutes a default of this Agreement. Instructions for making payments are on your billing statement. For a payment to be credited to your Account as of a particular day, we must receive your payment by the date and time and in the manner specified in those instructions. IF YOUR ACCOUNT IS OVERLIMIT, YOU CAN AVOID AN ADDITIONAL OVERLIMIT FEE BY IMMEDIATELY PAYING AT LEAST THE CURRENT PAYMENT DUE UPON DELIVERY OF YOUR BILLING STATEMENT. If your Account is delinquent, you can avoid an additional late fee by paying at least the Minimum Payment plus any past due amount by the Payment Due Date; however, if you cannot pay this amount, you must pay at least the Minimum Payment by the Payment Due Date to avoid progressing to the next stage of delinquency. You may pay more than the Current Payment Due and may pay the entire New Balance at any time.

All payments must be in U.S. dollars. Except for disputed payments, if you pay by mail the payment must be sent to the address specified on your billing statement. If you pay by negotiable instrument, such as cashier's check, it must be in a form that is acceptable to us and must be drawn on a U.S. Financial institution. ANY CHECK, MONEY ORDER, OR OTHER INSTRUMENT TENDERED AS AN ACCORD IN SATISFACTION, OR WHICH INCLUDES A CONDITION, RESTRICTIVE ENDORSEMENT OR ANY STATMENT TO THE EFFECT THAT ACCEPTANCE OF SUCH INSTRUMENT SHALL NOT CONSTITUTE FULL OR PARTIAL SATISFACTION OF A DISPUTED OR UNDISPUTED DEBT (COLLECTIVELY, A "Condition") WITHOUT PRIOR WRITTEN APPROVAL FROM MANAGEMENT. You must note conspicuously on the face of the payment instrument that it is tendered for this purpose. We reserve the right to refuse to accept any payment that is subject to a Condition. If the payment does not comply with the foregoing and we process it, we will not be bound by the Condition. BY SENDING US A CHECK FOR PAYMENT ON YOUR ACCOUNT, YOU AUTHORIZE US TO INITIATE AN ELECTRONIC FUNDS TRANSFER FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION ACCOUNT ACCORDING TO THE TERMS OF THE CHECK. This means that your check will be converted to an electronic transaction and your original check will not be returned to you by your bank. Your original check will be destroyed.

Application of Payments

At our discretion, payments are generally applied to interest, fees and then principal balances. We apply your payments to lower APR balances before higher APR balances. The application of payments is subject to change at any time, without notice.

INTEREST RATES AND FINANCE CHARGES

Interest Rates

The APR's on your Account are a fixed rate. The APR is divided by 365 and rounded to the next highest hundred thousandth of a percentage point to determine your Daily Periodic Rate. The Daily Periodic Rate is used to determine the amount of Periodic Finance Charge (see Finance Charges).

Purchase APR

For credit card purchases, APR and corresponding Daily Periodic rate are disclosed in the Additional Disclosure Statement.

Cash APR

For cash advances, APR and corresponding Daily Periodic Rate are disclosed in the Additional Disclosure Statement.