Representations as to Trust
Promise Not To Revoke Trust;
Hold Harmless Agreement; and
Address for Notices Regarding
Changes to Trust, Trustee, Location of Vessel and/or RV

Date: _____

Representations

In order to induce M&T Bank and/or its affiliates (collectively, "M&T Bank") to make a loan to the _____ (the "Trust"), the proceeds of which the Trust will use to purchase the following described vessel (the "Vessel") or recreation vehicle (the "RV") as applicable:

Manufacturer: _____
Model: _____
Hull or Vehicle Identification no: _____
Model Year: ____

_____ (the "Trustee(s)", hereinafter referred to as Trustee) hereby makes the following representations, both individually and as Trustee) of The Trust, understanding that these representations will be relied upon by M&T Bank in considering whether to make the requested loan to the Trust:

1. Trustee is currently the Trustee of the Trust and is the only Trustee of the Trust, authorized to act as Trustee without further consent from any other party; or;
   there are currently multiple Trustees of the Trust and all Trustees currently serving are parties to this Agreement;
2. The copy of trust instrument creating the Trust, which has been delivered to M&T Bank, is a complete and accurate copy of the trust instrument, including any and all amendments thereto;
3. The Trust has not been previously revoked and is currently irrevocable by its own terms or by operation of law, or if the Trust is currently revocable or may become revocable in the future, the Grantor of the Trust, by signature below, agrees to treat the trust as being irrevocable until the above-referenced loan has been paid in full;
4. The Trust and Trustee has the power and authority to borrow money from M&T Bank for the purpose of buying the Vessel or RV and each have the power and authority to encumber the Vessel or RV to insure repayment of the loan; and
5. The Trust and Trustee have the power and the authority to use Trust assets and income to repay the any amounts due and owing on the loan (including without limitation, principal, interest and other applicable fees)

Trustee understands and agrees that M&T Bank, relying solely on the representations of Trustee as to matters set forth above, notwithstanding that M&T Bank may have reviewed the content of the trust instrument creating the Trust.

Hold Harmless Agreement

Trustee(s) agree to hold M&T Bank harmless from any loss it incurs or expenses it incurs arising from any claims by any persons or entities (including the Grantor or Successor trustee) who claim that the Trust or Trustee(s) did not have the power or the authority to purchase and encumber the Vessel or RV, or do not have the power or authority to use Trust assets or income to repay the any amounts of the indebtedness incurred to purchase the Vessel or RV. Trustee(s) also agree to hold M&T Bank harmless from any loss it incurs or expenses it incurs arising from any revocation of the trust before the above-referenced loan is paid in full.

Address for Notices

Trustee(s) agree(s) that any notices regarding the loan or the Vessel or RV which are addressed to either of the following trustees at the following address shall constitute adequate notice to the Trust for all purposes:

_____, Trustee

Address: _____
_____

Changes to Trust, Trustee, Vessel or RV Location

Trustee(s) agree to immediately notify M&T Bank of any of the following changes:

- Change of address of the Trust
- Change of trustees of the Trust
- Change of address of any of the trustees
- Change of status of Trust from irrevocable to revocable, or other termination of the Trust
- Change of location of the Vessel's permanent dock or where the RV will be garaged
- The name and address of persons or trusts to which the Vessel or RV is transferred in the even of revocation or other termination of the trust or distribution from the Trust.

Notice of such changes, revocation, termination or distribution shall be in writing. Trustee(s) agree(s) that until M&T Bank receives such written notice, notices sent to the above names and address shall constitute adequate notice to the Trust for all purposes.

IN WITNESS WHEROF, the below named individual(s) has(have) executed this instrument as of the date first written above.

_____ _____

_____, Individually and as Trustee _____, Individually and as Trustee