M&T BANK
NOTE AND SECURITY AGREEMENT

This is a consumer credit transaction.

Date of Note & Agreement:	Account Number:
Name & Address of Lender: M&T Bank One Fountain Plaza, PO Box 767 Buffalo, NY 14240	Name & Address of Borrower(s):
Source:	

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. _____%	**FINANCE CHARGE** The dollar amount the credit will cost me. $ _____	**Amount Financed** The amount of credit provided to me or on my behalf. $_____	**Total of Payments** The amount I will have paid after I have made all payments as scheduled. $_____

Your payment schedule will be:

Number of Payments	Amount of Payment	Payments Are Due Monthly Beginning

Late Charge. If I do not make a scheduled payment in full within 10 days after it is due, I will pay a late charge of 15% of the full payment amount.

Prepayment. I may prepay my obligation in whole or in part at any time, without penalty.

Security Interest. I am giving Lender a security interest in the property being purchased or refinanced, as identified in section 7 below.

Additional Information. Please read this entire Note, including the remaining pages, for additional information about security interests, non-payment, default, penalties, and any required repayment in full before the scheduled date.

ITEMIZATION OF THE AMOUNT FINANCED	
1. Cash Price, including Accessories: $_____ 2. Down Payment: a) Cash Down Payment $_____ b) Value of Trade-In $_____ Trade-In Description:_____ c) Lien Payoff To: $_____ _____ 3. Unpaid Cash Price (1 minus 2a minus 2b plus 2c) $_____ 4. Amounts Paid to Others on Borrower's Behalf a) License, tags and registration $_____ b) Lien Fees $_____	**I may buy the physical damage insurance this Note requires (see below) from anyone I choose who is acceptable to Lender.** *** *** **LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS ARE NOT INCLUDED IN THIS NOTE.**

c) For Warranty Plan
To:_____ $_____
d) For Maintenance Plan
To:_____ $_____
e) For GAP/Debt Cancellation Ins.
To:_____ $_____

Total Amounts Paid to Others on Borrower's Behalf $_____

5. Other Amounts Financed
To_____For_____$_____
To_____For_____$_____
To_____For_____$_____

Total Other Amounts Financed $_____

6. Total Amount Financed (3 plus 4 plus 5) $_____

IMPORTANT: THE TERMS AND CONDITIONS ON THE REMAINING PAGES OF THIS DOCUMENT ARE PART OF THIS NOTE. READ THESE TERMS AND CONDITIONS BEFORE SIGNING BELOW.

1. Promise to Pay. I, the Borrower ("I", "me", "my"), promise to pay U.S. $_____ (the "Principal"), plus interest, to the order of M&T Bank ("Lender", "you", or "your"). The total cost of my purchase or refinance (as applicable) including my downpayment of $_____ is $_____.

2. Interest. Beginning on the date of this Note, I will pay interest at the annual percentage rate shown above ("Interest Rate") until the amount I owe is paid in full. The Interest Rate on this Note will remain constant until maturity. This Interest Rate is the rate I will pay both before and after any default described in paragraph 9 of this Note. Interest will accrue daily on that part of the Principal shown above which has not been paid. This is a simple interest Agreement. The interest I pay will depend on how I make my payments. The amount of the Finance Charge, Total of Payments and Payment Schedule shown in the Truth in Lending Disclosures above assumes that I will make all payments in the amount due and on the scheduled dates. Because I will pay interest on my actual balance each day, the interest I will pay will be higher if my payments are made later than scheduled, and lower if my payments are made earlier than scheduled. I agree to pay the actual amount of interest that accrues on my loan. Such amount may be more than or less than the Finance Charge shown in the Truth in Lending Disclosures above.

3. Payments. I promise to pay Principal and interest payments on the due dates shown on the schedule above. This payment schedule assumes that I will pay all amounts when due. Because interest accrues daily on the unpaid balance of the Principal, the amount of the last payment may decrease or increase if I pay early or late. My monthly payments will be applied first to current and past due interest, then to current and past due Principal, and lastly to other amounts due. If, on the final payment date shown on the payment schedule above (the "Maturity Date"), I still owe amounts under this Note, I will pay those amounts in full on the Maturity Date. I will make my monthly payments to you at the location you shall designate. My obligation to pay will continue even if the Property, as that term is defined in this Note that secures this Note is lost, sold, transferred, damaged or destroyed. When I have paid the Principal and all other amounts due under this Note, Lender will release its security interest in the Property.

4. Right to Prepay. I may prepay the loan evidenced by this Note in full or in part at any time without penalty.

5. Other Charges. I will pay you a late charge as described in the Truth in Lending Disclosures Box on the first page of this Note. I will pay this late charge only once on any late payment. Additionally, to the extent you actually incur any expense, tax, or charge paid to a government agency in connection with this loan, I shall pay you such expenses. If you lend me the funds to pay these expenses, the amount of these expenses is shown above in the Itemization of Amount Financed. Finally, I shall pay you a fee in the amount of $20 for any check or any other form of payment I give you that is dishonored or returned to you unpaid.

6. Payment Deferral. I may ask you for or you may offer an extension of the scheduled due date of all or any part of a payment. I understand and agree that you will approve or deny a payment deferral request in your sole discretion. If you agree to my request and if permitted by applicable law, you may charge me a deferral fee in an amount to which you and I will agree at the time of my request. I must maintain all insurance required by this Note during the period of such a deferral. I may also

extend the term of any optional insurance I bought with this Note to cover the deferral, if the insurance company or my insurance contract permits it and I pay the charge for extending such insurance. If I obtain a payment deferral, I will pay additional interest at the Interest Rate on the amount deferred during the deferral period.

7. Security Interest. In order to secure repayment of this loan and the performance of my other obligations under this Note, I hereby grant you a security interest in the following property being purchased or refinanced, as applicable, with the proceeds of this Note:

Description of Property:

BOAT:

New ____ Used ____ Inboard ____ Outboard ____

Year _____ Make or Name of Mfr. _____

Length _____ Weight _____ Horse Power _____

Hull Identification Number: _____

MOTOR 1:

New ____ Used ____ Inboard ____ Outboard ____

Year _____ Make or Name of Mfr. _____

Serial Number: _____ Horse Power _____

MOTOR 2:

New ____ Used ____ Inboard ____ Outboard ____

Year _____ Make or Name of Mfr. _____

Serial Number: _____ Horse Power _____

MOTOR 3:

New ____ Used ____ Inboard ____ Outboard ____

Year _____ Make or Name of Mfr. _____

Serial Number: _____ Horse Power _____

BOAT TRAILER:

New ____ Used ____ Serial No._____

Make or Name of Mfr._____ Weight_____

Other Equipment And Services Included (Describe):

Name of Vessel:_____ Home Port:_____

Gross Tons:_____ Net Tons:_____ Registration or ID Number:_____

Winter Storage or Anchorage:_____ Summer Storage or Anchorage:_____

USCG Official Number (if any)_____

and all appurtenances, accessions, attachments, accessories, appliances, fixtures, rigging, furniture, substitutions, and equipment placed in or on the Vessel and all proceeds of the Vessel (collectively, the "Vessel").

The following consumer goods: _____

_____.

☐ If checked, see UCC-1 financing statement dated _____.

Any and all property identified above as security for the loan evidenced by this Note is referred to in this Note as the "Property." I also grant you a security interest in all money or goods received for the Property and all proceeds of any insurance policies,

service and other contracts covering the Property, as well as proceeds of any insurance policies on my life that are financed with the proceeds of this Note. I agree to sign all papers you believe are necessary to obtain, maintain, and perfect your security interest in the Property. To the extent permitted by applicable law, I authorize you as my attorney-in-fact to sign my name on any documents necessary to properly record and perfect your security interest, including, if applicable, a Preferred Ship Mortgage (see below), should I fail to do so. I will pay all filing fees and costs necessary for you to obtain, maintain, and perfect our security interest in the Property. I will not grant anyone else a security interest, lien or any other claim to the Property without your express prior written consent. If someone obtains a lien on the Property, I will pay the obligation and clear the lien. This Note shall not cover any items added to the Property more than 10 days after the date of this Note unless they are an integral part of the Property. These excludable items, however, must be identified in writing for you or any appropriate court officer before any duly noticed resale of the Property.

8. Preferred Ship Mortgage. If the Vessel is eligible for or you require federal documentation, in addition to the protection given to you under this Note I have given you a Preferred Ship Mortgage on the Vessel (the "Mortgage") to protect you for possible losses which might result if I do not keep the promises which I make in this Note. I will sign, acknowledge, deliver, and file all applications, certificates, and other papers required for documentation of the Vessel with the U.S. Coast Guard and to grant, file, and record with the U.S. Coast Guard a first-priority preferred mortgage on the Vessel in your favor. In the event the Vessel is registered and titled with any state, I agree to execute a Preferred Ship's Mortgage pursuant to 46 U.S.C.§ 31325, and I will sign, acknowledge, deliver, and file all applications, certificates, and other papers required for filing and recording of a Preferred Ship Mortgage pursuant to the state scheme to perfect Lender's security interest.

9. Default. I will be in default if any payment or any other sum is not paid within 10 days after it is due. (Wisconsin residents only: I will be in default if an amount exceeding any full payment is not paid within 10 days after it is due.) I will also be in default if the prospect of payment, performance or realization on the Property is significantly impaired, including any one or more of the following: (a) I shall or shall attempt to, without your written permission, (1) remove or allow removal of the Property for any extended period from the address or addresses where it is customarily kept, (2) sell, encumber or otherwise dispose of my rights or interest in the Property, (3) conceal, charter, hire out or let the Property, or (4) carry passengers in the Property for hire, or (b) I misuse or abuse the Property, or use or allow the use, with or without my knowledge, of the Property in connection with any illegal undertaking or for any purpose in violation of federal or state regulations or, if the Property is a Vessel, for any purpose other than those permitted by any license on the Vessel issued by the U.S. Coast Guard; or (c) receivership or insolvency proceedings or any assignment for the benefit of creditors shall be instituted by or against me; or (d) the Property shall be arrested, attached, levied upon, seized in any legal proceeding, or held by virtue of any lien or distress, or, if the Property is a Vessel, any notice of claim of lien on the Vessel is filed with the U.S. Coast Guard; or (e) I die; or (f) any taxes and assessments upon the Property or its use are not paid promptly; or (g) the Property is damaged such that the value of your collateral is diminished and permitted to remain damaged for one month after the occurrence or accident causing the damage; or (h) the Property is not kept suitably insured; or (i) I fail to permit inspection of the Property or any relevant document; or (j) if the Property is a Vessel that is eligible for federal documentation, I fail to execute and deliver to you any documents, applications or affidavits, complete any marking requirements, surrender any documents, or take any other action necessary or desired by you to have the Vessel documented under the laws of the United States, to maintain the status of the Vessel as a documented vessel of the United States, to complete the execution, recordation, and endorsement of the Mortgage and to maintain the preferred mortgage status of the Mortgage on the Vessel; or (k) any security interest in your favor is not perfected or does not remain perfected for the term of this Note in each jurisdiction in which you now or hereafter require your security interest to be perfected due to action or inaction on my part; or (l) I breach any other warranty or fail to meet any other obligations set forth in this Note; or (m) any promise made in this Note or in the Mortgage, if applicable, or other security agreement effective now or in the future is broken; or (n) If the Property is a Vessel, I interfere or otherwise fail to fully cooperate with you with respect to completing and obtaining such federal documentation of, and the Mortgage on, the Vessel, or perfection of any security interest, as you reasonably may require; or (o) I allow any liens on the Property to remain unsatisfied for more than 30 days. Lender bears the burden of establishing the significant impairment of the prospect of payment, performance, or realization of the collateral.

10. Remedies upon Default. If this Note is in default, following any notices required by law, you may require that my unpaid balance, including interest and other charges and fees due under the Note (and not just amounts in default), be paid immediately. If this Note is in default and you are not immediately paid all amounts due under this Note, you may: demand that I deliver the Property to you; repossess the Property; foreclose on the Property under applicable law; except as prohibited by law, set off my liability on this Note against any of my deposits or property you hold (except for 401k and IRA accounts); or pursue any other remedy you have under applicable law and following any notices to me required by applicable law. Your remedies set forth in the previous two sentences shall be subject to any applicable cure period required by applicable law. To the extent permitted by applicable law, I will pay all collection costs and expenses, including your actual and reasonable costs of enforcement and collection of any amount due and payable under this Note and all actual and reasonable costs and expenses of retaking, storing, preparing for sale or selling the Property. Such collection costs and expenses may also include reasonable attorneys' fees (except in Iowa, Ohio, West Virginia, and Wisconsin) to the extent permitted by applicable law, including any such fees arising due to a bankruptcy filing by or against me. Delivery of the Property to you or repossession of the Property or any other legal remedy you take shall not relieve me of my obligation to pay any deficiency which may arise upon the subsequent

sale of the Property, unless under state or federal law I do not owe you that deficiency. You will notify me in writing after any such sale of any liability for the deficiency.

11. Repossession and Resale upon Default. In the event of a default, I agree that you may, if permitted by law, with or without legal process or judicial decree and with or without previous notice or demand for performance, enter any premises where the Property may be located and take possession of it, together with anything in or on the Property if it can be done without breaching the peace. However, nothing herein gives you any right to enter unlawfully upon any premises. Upon my return of the Property to you or your repossession of it, you shall have the remedies provided by applicable state or federal law. The proceeds of any sale or other disposition shall be applied, except as otherwise required by law: (a) to the actual and reasonable cost of the sale; (b) to the actual and reasonable cost of retaking, preparing for sale and storage of the Property and (c) to any amounts I owe under this Note, including delinquency and collection charges, and attorney's fees (except in Iowa, Ohio, West Virginia and Wisconsin) to the extent permitted by applicable law, as provided for in this Note. Any remaining proceeds shall be paid to me or otherwise as provided by law. I shall be liable for any deficiency to the extent not limited by applicable state law.

12. Risk of Loss. At all times I shall bear the risk of loss of damage to, or destruction of the Property. Any such loss, damage or destruction shall not release me from my obligations under this Note.

13. Insurance and Notice of Loss. Until this Note is fully paid, I will maintain a property insurance policy issued by a licensed insurer authorized to do business in the state where I live. The property insurance must cover the Property for property damage in an amount reasonably satisfactory to you, but not less than the outstanding principal balance payable under this Note (except as otherwise restricted by law), and liability to others in an amount as reasonably may be satisfactory to you, and, if the Property is a Vessel, I will obtain Hull and Machinery, pollution, and liability insurance including endorsements for Maritime employees (Jones Act) and Harbor Workers and Longshoreman's Compensation at the statutory maximum. I may choose any insurer reasonably acceptable to you to provide this insurance. I have the option to provide insurance through an existing policy of insurance that I own or control, or that I obtain and for which I pay. I may substitute a new insurer that is acceptable to you at any time. I will notify you if I do. The insurance must name you (or whomever you advise must be named) as loss payee and as an "additional insured"(without liability for payment of premium) and I SHALL PURCHASE BREACH OF WARRANTY COVERAGE SUITABLE TO YOU TO ALLOW PAYMENT TO YOU NOTWITHSTANDING ANY BREACH OF WARRANTY OF ME, INCLUDING BREACH OF ANY DUTY OF GOOD FAITH AND MUST BE WRITTEN FOR PERIODS OF AT LEAST ONE YEAR AT A TIME, must have a maximum deductible satisfactory to you and must insure against the risks of: (a) fire, theft and collision; (b) water and weather condition damage (if the Property is a Vessel); and (c) such other hazards as you may reasonably require. I must pay the premium in advance before each policy period begins and give you proof of payment. You may sign any proof of loss and endorse any check, draft or other form of payment issued by the insurer or its agent as a loss payment. **If at any time before this Note is fully paid, such insurance lapses or is canceled, you may (but are not required to) buy replacement coverage protecting you and me or, if permitted by law, you alone. I will pay the premiums for such coverage at your request with interest at the Interest Rate shown in this Note. I understand that any replacement coverage you provide may be more expensive and provide less coverage than insurance that I can obtain on my own.** You may increase the amount of my scheduled payment in order to amortize the charge by the scheduled Maturity Date. As an alternative and, if I specifically agree, I may have a larger final payment, or the Maturity Date may be extended. I will notify you as soon as possible if the Property becomes damaged or destroyed or disappears.

14. Use of the Property. I will not sell the Property, pledge it as security for another loan, give it away, encumber it, lease it or otherwise use it for other than personal use without your written permission. I will use the Property only for personal, recreational, pleasure, family or household use. I will not use the Property as a dwelling or residence. I will not use the Property to carry packages, cargo, materials or passengers for hire, permit its use for any illegal purposes or let anyone seize it. I will not allow anyone to put a lien on the Property, except for your security interest, and in the case of a vessel, only for salvage liens and crew wages. I will not take the Property to another country without your written permission. If you permit me to take the Property to another country, I will comply with the laws of such country and with any treaty between the United States and such country and provide proof of insurance for the geographic range of intended voyage and country. I will not abandon the Property. Unless I violate this Note and you repossess the Property, I may retain possession and use of the Property.

15. My Duties Concerning the Property. I will keep the Property in good condition and repair, suitable for its general purpose and seaworthy if the Property is a vessel. I shall pay when due any repair bills, storage bills (if applicable), taxes, fines or other charges on the Property. You may pay any of these bills if I do not. If you do, I will repay to you the amount of such bills on demand, with interest at the Interest Rate shown in this Note or at such lesser rate as may be required by law. If the Property is a Vessel, I will display on the Vessel whenever it is in operation a certificate of number, registration certificate or yacht validation sticker for the Vessel, as required by any applicable state law.

16. Government Seizure. I will notify you promptly by telephone confirmed by fax or overnight delivery if the Property is attached, detained, seized or levied upon or taken into custody by any court or other authority, and I will immediately take steps to have the Property released. If the Property is arrested or detained by any government authority, I authorize you or your agents in my name to receive or take possession of the Property and defend any action and/or discharge any lien.

17. Inspection of Property, Documents. Within 10 days after receipt of a request from you, I shall make available, within the county or city of my residence or some other place as may be agreed upon by you and me for inspection by you or your agent of the Property and any relevant certificate of title, license, certificate of documentation or other document, Mortgage (if applicable), policy of insurance or other document pertaining to the Property and/or your security interest in it. Lender may request a shorter time period to furnish the documents or the Property if Lender deems it necessary for preservation of the Property.

18. Further Assurances. From time to time I will sign and deliver to you any document and assurances you may require to maintain the priority of your security interest in the Property and to help you resell the Property in the event it becomes necessary for you to repossess it. I will also take all measures required to file and maintain perfection of your security interest in the Property.

19. Obligations of Persons Under This Note. If more than one person signs this Note, each person is jointly and severally obligated to keep all promises in this Note, including the promise to pay the full amount owed. Any guarantor is also obligated to do these things. You may enforce your rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. You may give one Borrower extensions to pay or change or release his or her responsibility without releasing any co-Borrower in the same way. Each person who signs this Note as an Other Owner agrees to all the terms and provisions of this Note, but not including those provisions relating to the repayment of the debt. An Other Owner agrees that such Other Owner's interest in the Property is granted as security for the repayment by the person or persons obligated to repay the debt.

20. No Prior Liens. I lawfully own and possess the Property free from all prior liens and encumbrances, except for your lien. I warrant title to the Property. This means that I am responsible for your expenses or losses if anyone other than you successfully claims an interest in part or all of the Property, including but not limited to attorney's fees and costs you or I incur in the event there is an action relating to a cloud on the title or vessel abstract or any party is claiming a superior interest of lender or myself.

21. Time Is of the Essence. Time is of the essence. This means that all required payments must be made on the day due and all other obligations must be performed on time. If I require additional time to make a payment or perform any other obligation, I understand that I must obtain your approval in writing in advance for making a late payment or rendering any other late performance, and that you are not required to give such approval.

22. Waivers. You may accept a late payment or a partial payment without losing your right to demand payment on time and in full for all subsequent payments. You may delay enforcing any of your rights or elect not to enforce your rights without losing any of them. I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require you to demand payment of amounts due. "Notice of dishonor" means the right to require you to give notice that amounts due have not been paid.

23. Governing Law. This Note is governed by federal law, including, where applicable, 46 U.S.C. § 313 et seq., governing loans secured by Preferred Ship Mortgages, and, to the extent not preempted by federal law, by the laws of the State of New York. If the Property is a Vessel and a Preferred Ship's Mortgage is being given to secure the amounts owed under this Note, then federal law relating to Preferred Ship Mortgages will govern this Note, including the rate of interest applicable to the amounts secured by the Preferred Ship Mortgage. If Borrower signs this Note in Maryland, then except to the extent that federal law and New York law are controlling, this Note is subject to the Credit Grantor Closed End Credit Provisions (Subtitle 10) of Title 12 of the Commercial Law Article of the Maryland Code.

24. CHOICE OF VENUE/WAIVER OF JURY TRIAL. To the extent permitted by applicable law, I hereby waive any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Contract.

25. Notices. You will send notices to me to my last known address in your files. Notices sent to that address will be effective for all purposes under this Note. It is Borrower's absolute duty to provide accurate contact details and addresses to Lender, failure to do so shall act as a waiver of the notice provisions contained in this Note. You will send Notices by regular mail unless applicable law requires you to use certified or registered mail. Unless applicable law requires otherwise, a notice sent to any Borrower shall be considered sent to all Borrowers, and a notice received by any one of us shall be considered received by all of us. Notices to Lender must be sent in writing to the address noted on page 1 above. I MUST NOT SEND

COMMUNICATIONS CONCERNING DISPUTED DEBTS TO THE PLACE WHERE I SEND REGULAR MONTHLY PAYMENTS. Such notices must be delivered to M&T Bank, Installment Loan Operations, One Fountain Plaza, Buffalo, NY 14203.

26. Miscellaneous. This Note, the Preferred Ship Mortgage, if any, vessel title, if any, and the UCC-1 Financing Statement, if any, constitute the entire agreement between you and me and may not be altered or amended except by a writing signed by both you and me. If any provision of this Note cannot be enforced, the rest of the Note will remain in effect. I may not assign this Note. You may sell or assign your rights in this Note without my permission. You may sell or assign this Note for an amount that is more or less that the Amount Financed. No amendment of this Note will be valid unless in writing and signed by both you and me. Your rights hereunder shall inure to the benefit of your successors and assigns, and my obligations hereunder shall be binding upon my heirs, personal representatives and assigns. You do not have to repossess the Property or exercise any of your other rights before collecting from me. I agree to give you updated financial information any time you request it. You may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report. If any Borrower is a partnership, limited liability company, corporation or other entity, the person signing on behalf of such Borrower represents and warrants that (s)he is duly authorized to execute this Note, the Mortgage (if applicable) and any related documents on behalf of such Borrower, and to bind such Borrower accordingly.

27. USA PATRIOT ACT NOTICE. Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or obtains a loan. You will ask for my legal name, address, tax ID number or social security number and other identifying information. You may also ask for additional information or documentation or take other actions reasonably necessary to verify the identity of the Borrower, guarantors or other related persons.

28. **Florida Documentary Stamp Tax**. This Note has either been executed and delivered outside the State of Florida and is therefore exempt from Florida documentary stamp tax or Florida documentary stamp tax in the amount required by law has been paid or will be paid directly to the Department of Revenue. If, however, at any time in the future any documentary stamp taxes, intangible taxes, excise taxes or other similar taxes are found to be due or required to be paid at any time on this Note, including on any renewal hereof, Borrower shall be obligated to and shall pay the same, together with any and all interest and penalties due thereon, immediately upon demand therefor by the Bank.

29. Telephone Monitoring and Calling. I agree that from time to time you may monitor and record telephone calls made or received by you or your agents regarding my account to assure the quality of your service. In order for you to service the account or to collect any amounts I may owe, and subject to applicable law, I agree that you may from time to time make calls and send text messages to me using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number I provide to you in connection with my account, including a mobile telephone number that could result in charges to me imposed by my service provider. I understand that I may revoke this consent at any time.

The following NOTICE applies to transactions governed by 16 C.F.R. §§ 433.1 *et seq.* or state law requiring this notice:

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

*** * * * ***

VERIFICATION OF CUSTOMER IDENTITY- Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on circumstances, but at a minimum, will include your name, address, an identification number such as your social security number or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

* * * * *

NOTICE TO CONSUMER: (1) DO NOT SIGN THIS NOTE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS NOTE. (3) YOU CAN PREPAY THE FULL AMOUNT DUE UNDER THIS NOTE AT ANY TIME. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.

I agree to the terms of and acknowledge receipt of a completed copy of this Note.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Wisconsin Residents Only:
NOTICE TO CONSUMER: (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS NOTE WITHOUT PENALTY AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

_____(SEAL)

Borrower:_____

_____(SEAL)

Co-Borrower:_____

_____(SEAL)

Co-Borrower:_____

_____(SEAL)

Co-Borrower:_____

SPECIAL STATE NOTICES

Arizona Special Notices (if this Note is executed by an Arizona resident):

I acknowledge an express intent to grant a security interest in the Property and hereby waive and abandon all personal property exemptions granted upon the Property that is the subject of this Note. **NOTICE: BY GIVING YOU A SECURITY INTEREST IN THE PROPERTY, I WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH PROPERTY EXEMPT FROM LEGAL PROCESS.**

Georgia Special Notice (if this Note is executed by a Georgia resident):

If you refer the collection of this Note to any attorney who is not your salaried employee, I agree that the attorneys' fees referenced in Section 10 of this Note shall be limited to an amount not to exceed 15% of the amount of the unpaid debt.

Idaho Special Notice (if this Note is executed by an Idaho resident):

Notwithstanding any provisions of paragraph 13 of this Note to the contrary, I have the option to provide the insurance required under this Note through an existing policy of insurance that I own or control, or through a policy that I purchase and obtain. You may for reasonable cause decline the insurance that I provide.

Special Insurance Notice for residents of Illinois, Missouri and West Virginia:

Unless I provide you with evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by you, but only after providing you with evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the collateral, I will be responsible for the costs of that insurance, including interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance I may be able to obtain on my own.

Iowa Special Notice (if this Note is executed by an Iowa resident) for Loans of $20,000 or More:

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Iowa Special Notices (if this Note is executed by an Iowa resident):

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

Notwithstanding the language of Section 10, above, regarding attorneys' fees, you will not have to pay attorneys' fees we incur in our attempts to collect this Note.

Kansas Special Notice (if this Note is executed by a Kansas resident):

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

Louisiana Special Notice (if this Note is executed by a Louisiana resident):

If I default, you may choose to institute executory, ordinary, or other legal proceedings to have the Property taken from me and sold to satisfy my obligations to you. Solely for purposes of Louisiana's executory process procedures, I **CONFESS JUDGMENT** in favor of you for the full amount I owe under this Agreement for purposes of Louisiana's executory process procedures, and consent to a judgment being rendered and signed in your favor for that amount. To the extent permitted by law, I waive any benefits of an appraisal of the Property and other rights under Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedures when the Property is sold under executory process or other legal process, and any other law that may give me similar rights and benefits. I also authorize you to serve as keeper or appoint a keeper if the Property is taken from me through legal proceedings.

Maryland Special Notice (if this Note is executed by a Maryland resident):

You, the Lender, may repossess the Property **without judicial process** if I default under this Note.

Massachusetts Special Notice (if this Note is executed by a Massachusetts resident):

Notwithstanding the provisions of paragraph 9 of this Note to the contrary, I will be in default under this Note only if (i) I fail to make one or more payments required hereunder, or (ii) an event occurs which substantially impairs the value of the collateral.

Missouri Special Notice (if this Note is executed by a Missouri resident):

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

New Hampshire Special Notice (if this Note is executed by a New Hampshire resident):

Notwithstanding the provisions of paragraph 10 of this Note, reasonable attorneys' fees shall be awarded to me if I prevail in (1) any action, suit or proceeding you bring; or (2) in an action I bring. Further, if I successfully assert a partial defense, setoff, recoupment or counterclaim to an action brought by you, the court may withhold from you the entire amount or such portion of the attorneys' fees as the court deems equitable.

New Jersey Special Notice (if this Note is executed by a New Jersey resident):

No provision of this Note is void, unenforceable or inapplicable in New Jersey by virtue of language in that provision that says that the provision only applies to the extent permitted (or not prohibited) by applicable law. All of the provisions of this Note apply and are enforceable in New Jersey.

Oregon Special Notice (if this Note is executed by an Oregon resident):

WARNING

Unless I provide you with evidence of the insurance coverage as required by this Note, you may purchase insurance at my expense to protect your interest. This insurance may, but need not, also protect my interest. If the collateral becomes damaged, the coverage you purchase may not pay any claim I make or any claim made against me. I may later cancel this coverage by providing evidence that I have obtained property coverage elsewhere.

I am responsible for the cost of any insurance purchased by you. The cost of this insurance may be added to my loan balance. If the cost is added to my loan balance, the Interest Rate will apply to this added amount. The effective date of coverage may be the date my prior coverage lapsed or the date I failed to provide proof of coverage.

The coverage you purchase may be considerably more expensive than insurance I can obtain on my own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

Texas Special Notices (if this Note is executed by a Texas resident):
WAIVER OF ACCELERATION NOTICES: If I am in default, you may require me to repay the entire unpaid principal balance on this Note, and any accrued interest, all at once. You do not have to give me notice that you are demanding or intend to demand immediate payment of all that I owe.

NO ORAL AGREEMENTS: This written Note is the final agreement between you and me and may not be changed by prior, current, or future oral agreements between you and me. There are no oral agreements between you and me relating to this Note. Any change to this Note must be in writing. Both you and I have to sign written agreements.

_____	_____	_____
Borrower	Co-Borrower	Co-Borrower
_____	_____	
Co-Borrower	M&T Bank	

Signed By: _____at_____
(Acting as agent for M&T Bank) (Source)

Utah Special Notices (if this Note is executed by a Utah resident):
This written Note is the final expression of the agreement between you and me, and may not be contradicted by evidence of any oral agreement.

As required by Utah law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

Vermont Special Notice (if this Note is executed by more than one Borrower if any Borrower is a Vermont resident):

Notice to Co-Signer: Your signature on this Note means that you are equally liable for repayment of this loan. If the borrower does not pay, the Lender has a legal right to collect from you.

West Virginia Special Notice (if this Note is executed by a West Virginia resident):

The provisions of this Note that purport to require me to pay attorneys' fees are void and the provisions in this Note that require me to pay collection costs are limited to reasonable expenses, including costs and fees authorized by statute, incurred in realizing on a security interest.

<u>Wisconsin Special Notice (if this Note is executed by a MARRIED Wisconsin resident)</u>:
I RECOGNIZE THAT THIS DEBT IS INCURRED AS A FAMILY OBLIGATION UNDER WISCONSIN LAW AND THAT MY MARITAL PROPERTY MAY BE SUBJECT TO LIABILITY UNDER THIS OBLIGATION. I HAVE ENTERED INTO NO MARITAL PROPERTY AGREEMENT THAT WILL ADVERSELY AFFECT YOUR INTEREST IN THE PROPERTY. I UNDERSTAND THAT WISCONSIN LAW REQUIRES THAT MY SPOUSE BE GIVEN NOTICE OF THIS OBLIGATION.

_____	_____
Borrower	Date
_____	_____
Co-Borrower	Date
_____	_____
Co-Borrower	Date
_____	_____
Co-Borrower	Date