

FIRST NIAGARA
COMMERCIAL ACCOUNT
DISCLOSURE BOOKLET



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**IMPORTANT INFORMATION ABOUT
PROCEDURES FOR OPENING A NEW ACCOUNT**

This notice is provided in accordance with Federal banking regulations.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. This requirement applies to any type of account opened at First Niagara, including a deposit or checking account, loan or line of credit, investment product, insurance product, safe deposit box rental, cash management service or trust service.

What This Means For You

When you establish an account relationship at First Niagara, we are required by Federal law to ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents. We are required to ask for this information even if our employees know you and even if you have been a long-time customer of First Niagara. Remember, when we ask for information to verify your identity, it's for your protection too!

We appreciate your cooperation and understanding.

NOTICE TO BUSINESS DEPOSITORS

If a credit entry to an account of a depositor of First Niagara Bank, N.A. ("First Niagara") is subject to Article 4A of the Uniform Commercial Code:

1. The entry may be transmitted through an automated clearing house;
2. The rights and obligations of the depositor concerning the entry will be governed by and construed in accordance with the law of the State of New York unless the depositor and First Niagara have agreed that the law of another jurisdiction will govern their rights and obligations;
3. Credit given by First Niagara to the depositor for the entry as provided in Section 4.4.1 of the NACHA Rules is provisional until First Niagara has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided in Section 4A-403 of the Uniform Commercial Code;
4. If First Niagara does not receive such payment for the entry, First Niagara is entitled to a refund from the depositor in the amount of the credit to the depositor's account for the entry, and the party originating the entry will not be considered to have paid the amount of the entry to the depositor; and
5. The NACHA Rules do not require First Niagara to provide the depositor with any notice that First Niagara has received the entry unless First Niagara has agreed to do so.

DEPOSIT ACCOUNT RULES AND REGULATIONS
First Niagara Bank, N.A.

1. MEANING OF SOME WORDS. In these rules and regulations, (a) “we,” “us,” “our” and “ours” mean First Niagara Bank, N.A., 726 Exchange Street, Suite 618, Buffalo, New York 14210, (b) “signature” means any manual, electronic or other signature, (c) to “sign” means to make any signature, (d) “signature card” means any tangible, electronic or other medium on which a signature can be inscribed or stored in connection with the opening of a deposit account, (e) “you” and “your” mean (i) any individual who has signed or signs a signature card provided by us other than on behalf of an organization, (ii) any individual in whose name, whether alone or also in the name of someone else, a Certificate of Deposit has been or is issued by us, (iii) any corporation, partnership, limited liability company or other organization on behalf of which a signature card provided by us has been or is signed or (iv) any corporation, partnership, limited liability company or other organization in the name of which a Certificate of Deposit has been or is issued by us, (f) “your account” means the deposit account with us to which that signature card or Certificate of Deposit relates, (g) if your account is a non-automatically renewable Certificate of Deposit account, “term of your account” means the period beginning on the date we open your account and ending on the maturity date of your account, and (h) if your account is an automatically renewable Certificate of Deposit account, “term of your account” means (i) the period beginning on the date we open your account and ending on the first maturity date of your account or (ii) any period beginning on any maturity date of your account and ending on the next maturity date of your account.

2. GOVERNING DOCUMENTS. The governing documents for your account will be (a) these rules and regulations, (b) any truth in savings disclosure statement for your account, (c) any signature card for your account, (d) any Certificate of Deposit for your account, and (e) if you are an organization, all other agreements between you and us concerning your account. Other than any agreement between you and us concerning deposits to and withdrawals from your account made in a particular way, the governing documents for your account are the final and complete agreement between you and us concerning your account. Any statement concerning your account made by any of our employees or anyone else is not part of that agreement. If you are an organization and any part of these rules and regulations is incompatible with any part of any other agreement between you and us concerning your account, the part of that agreement will control.

3. MAKING AND ORDERING OF DEPOSITS. Any deposit to your account can be made or ordered in any way we authorize. For example, depending on the type of your account, the deposit may be able to be made or ordered (a) in person at any of our banking offices, (b) by mail, (c) by telephone, (d) by computer, (e) by wire transfer, (f) by automatic transfer of money from any other deposit account with us or from any organization with which proper arrangements for the transfer exist when the deposit is to be made or (g) at any electronic facility that for the purpose of the deposit honors an electronic banking card tied to your account.

4. DEPOSIT OF CHECKS AND OTHER ITEMS. We can, but we will not have to, deposit to your account, or allow anyone else to deposit to your account, any money in the form of a check or other item payable or endorsed to you or your order, even if you have not endorsed the check or other item. We can, but we will not have to, endorse the check or other item for you.

5. LIMITATION ON DEPOSITS. We can for any reason refuse or return any deposit in your account.

6. COLLECTION AND CASHING OF CHECKS AND OTHER ITEMS. If money is deposited to your account in the form of a check or other item, (a) we will act as your agent in attempting to collect the money, (b) in attempting to collect the money, we will not be responsible for anything beyond ordinary care, for the negligence of any correspondent bank or for the loss of the check or other item in transit, (c) any crediting of the money to your account will be subject to final payment of the check or other item and our receipt of its proceeds, (d) if the check or other item was previously dishonored, we can hold it beyond our deadline for taking action with respect to it in order to attempt to collect the money, (e) we can charge your account for the amount of the check or other item if we cannot collect the money or if any claim with respect to the check or other item is raised against us at any time, and (f) we will not have to notify you or obtain a protest covering the check or other item if we cannot collect the money. A protest is a certificate stating that a check or other item has not been paid. Except to the extent that doing so would result in a penalty for purposes of any tax or would be prohibited by applicable law, we can charge your account for the amount of any check or other item that we cash for you if we cannot collect the money represented by the check or other item or if any claim with respect to the check or other item is raised against us at any time.

7. MAKING AND ORDERING OF WITHDRAWALS. Any withdrawal from your account can be made or ordered in any way we authorize. For example, depending on the type of your account, the withdrawal may be able to be made or ordered (a) by a check written on your account, (b) in person at any of our banking offices, (c) by mail, (d) by telephone, (e) by computer, (f) by wire transfer, (g) by automatic transfer of money to any other deposit account with us, any loan account with us or any organization with which proper arrangements for the transfer exist when the withdrawal is to be made or (h) at any electronic facility that for the purpose of the withdrawal honors an electronic banking card tied to your account. We can, but we will not have to, look more than once at the amount available for withdrawal from your account to determine whether to allow any withdrawal from your account if, when we first look at that amount, it is less than the amount of the withdrawal would be. We can charge your account in any order convenient to us for withdrawals from your account regardless of the ways that the withdrawals are made.

8. SIGNATURES AND VERIFICATION. Your signature or that of someone else authorized to sign a check written on your account or any other instruction for a withdrawal from your account will be the only signature required on any check written

on your account or any other instruction for a withdrawal from your account unless the signature card for your account provides differently, in which case the check or other instruction must be signed as the signature card provides. When anyone seeks to make or order any withdrawal from your account, we can require (a) proof satisfactory to us of his or her identity or (b) compliance with any procedure designed for the purpose of verifying his or her identity. Also, we can require (a) proof satisfactory to us that any signature on any check written on your account or any other instruction for a withdrawal from your account is authentic or (b) compliance with any procedure designed for the purpose of verifying that the signature is authentic. We will not have any responsibility for detecting any forged or otherwise unauthorized signature on any check written on your account or any other instruction for a withdrawal from your account if (a) the forged or otherwise unauthorized signature could not be detected by a reasonable financial institution exercising ordinary care or (b) we follow our normal procedures for determining whether to honor the check or other instruction and those procedures do not vary unreasonably from procedures of other financial institutions in New York State for determining whether to honor a check written on a deposit account or any other instruction for a withdrawal from a deposit account.

9. ALLOWING ACCESS TO ACCOUNT AND

INFORMATION. If you allow any other person to have any means of obtaining access to your account or information concerning your account, we can, but we will not have to, treat as authorized by you and allow (a) any withdrawal from your account made by that person and (b) any obtaining by that person of information concerning your account, regardless of whether we have previously allowed or refused to allow any withdrawal from your account made by that person or any obtaining by that person of information concerning your account. For example, (a) if you give any other person our routing number and the number of your account (for example, by giving that person a copy of a check for use with your account), we can, but we will not have to, allow that person to make any withdrawal from your account (for example, by using a so-called “demand draft” that does not have your actual signature on it but purports to be authorized by you), and (b) if you give any other person a Personal Identification Number used to obtain access to your account by computer, we can, but we will not have to, allow that person to use the Personal Identification Number to obtain information concerning deposits in and withdrawals from your account and the amount of money available for withdrawal from your account and to make any withdrawal from your account.

10. NOTICES OF WITHDRAWAL. Unless your account is a non-interest-bearing checking account, we can require that we receive a written notice of the date and amount of any intended withdrawal from your account at least seven days before the date on which the intended withdrawal is to be made.

11. LIMITATION ON EARLY WITHDRAWAL. If your account is a non-automatically renewable Certificate of Deposit account, we will not have to allow money deposited in your account to be withdrawn from your account before the maturity date of your account. If your account is an automatically renewable Certificate of Deposit account, we will not have to

allow money deposited in your account before the first maturity date of your account to be withdrawn from your account before that maturity date, to allow money deposited in your account on or after any maturity date of your account to be withdrawn from your account before the next maturity date of your account or, except during any grace period for your account, to allow money that is treated as on deposit in your account until a new maturity date to be withdrawn from your account before the new maturity date.

12. DELAY IN WITHDRAWAL. If your account is a Certificate of Deposit account and any maturity date of your account is a Saturday, Sunday or federal holiday, money then in your account may not be able to be withdrawn from your account until our next business day. Our business days are Monday through Friday, excluding federal holidays.

13. STALE, POSTDATED OR RESTRICTED CHECKS.

We can, but we will not have to, pay any check written on your account that (a) is dated more than six months before the date it is presented to us for payment, (b) is dated after the date it is presented to us for payment, or (c) bears a restrictive legend (for example, “void if not paid within 30 days” or “not good for more than \$100”) that would be violated by our paying the check. We will not be liable if we do so and, as a result, we do not allow or make any withdrawal from your account.

14. STOPPING PAYMENT OF CHECKS. You or anyone else authorized to sign a check written on your account can order us not to pay or certify any check written on your account even if the check was signed by someone else. We will not have to follow the order unless (a) the order includes (i) the exact account number of your account, (ii) the exact amount, date and number (if any) of the check, (iii) the name, exactly as it appears on the check, of everyone to whose order the check is payable and (iv) the name, exactly as it appears on the check, of everyone who signed the check and (b) if the check is a certified check, all additional requirements of applicable law (for example, the order not being given until a specified time after the check is certified or our receipt of a document stating that the check has been lost, stolen or destroyed) are met. We will not have to follow the order until we have had a reasonable time to record it against your account. If the order is given in writing, it will cease to be effective six months after the date it is recorded against your account unless it is renewed. The order can be given orally (for example, by telephone), but, if it is, we will not have to follow it for more than 14 days after the date it is recorded against your account unless we receive a written confirmation of it during the 14 days. However, even if we do not receive the confirmation during the 14 days, we can treat the order as effective until six months after the date it is recorded against your account. If we receive the confirmation during the 14 days, the order will cease to be effective six months after the date it is recorded against your account unless it is renewed. The order can be renewed for six months at a time. Any renewal of the order must be done in writing and must be received by us in a reasonable time for us to record it against your account before the order ceases to be effective. The renewal will take effect on the date it is recorded against your account and will cease to be effective six months after that date.

You or anyone else authorized to sign a check written on your account can cancel any order not to pay or certify a check written on your account even if the order was given by someone else. We will not have to follow the cancellation unless it is in writing and until we have had a reasonable time to record it against your account.

We will in good faith try (a) not to pay or certify any check written on your account that we have been properly ordered not to pay or certify or (b) to pay or certify any check written on your account for which an order not to pay or certify has been properly canceled. We may be responsible if we fail to exercise ordinary care to (a) avoid paying or certifying any check written on your account that we have been properly ordered not to pay or certify or (b) follow the proper cancellation of any order not to pay or certify a check written on your account. We will have exercised that ordinary care if (a) we act in good faith, (b) we have a reasonable system for communicating orders of that type and cancellations of orders of that type to our employees who would be likely to receive the check and (c) we reasonably follow the system as a matter of routine.

15. AUTOMATIC RENEWAL. If your account is an automatically renewable Certificate of Deposit account:

a. Except as provided in this section, we will automatically renew your account at the beginning of the day on each maturity date of your account, which means that money in your account at that time will be treated as on deposit in your account until a new maturity date. The term of your account beginning on the maturity date on which the automatic renewal takes place will be equal to the term of your account ending on that maturity date unless, on or before that maturity date, we receive from you a written request to us that it be a different term for which we are offering to open automatically renewable Certificate of Deposit accounts on that maturity date.

b. During the term of your account beginning on the maturity date on which the automatic renewal takes place, interest on your account will be computed using a rate and method no less favorable to you than the rate and method least favorable to a depositor to be used in computing interest on any other automatically renewable Certificate of Deposit account with us of the same type opened on that maturity date with a deposit equal to the amount of money in your account at the beginning of the day on that maturity date and having the new maturity date as its first maturity date.

c. We will not automatically renew your account at the beginning of the day on any maturity date of your account if, on or before that maturity date, we receive a written notice not to automatically renew your account from you or someone else authorized to notify us not to do so.

d. If we do not automatically renew your account at the beginning of the day on any maturity date of your account, that maturity date will be the final maturity date of your account. On and after the final maturity date, money in your account will not be treated as on deposit with us until a new maturity date.

16. OBTAINING MORE MONEY THAN AVAILABLE FOR WITHDRAWAL. We can, but we will not have to, allow an amount of money that is to be withdrawn from your account to be obtained

from us (whether by our paying a check written on your account, our allowing cash to be obtained at any of our banking offices or any electronic facility or in any other way) even though that amount exceeds the amount of money available for withdrawal from your account when it is charged against your account. If we do so, you must immediately pay us the excess unless it is lent under a line of credit account with us tied to your account.

17. IF INDEBTEDNESS NOT PAID. To secure the payment of all indebtedness from you to us existing now or coming into existence in the future, you transfer to us all of your rights to money in your account except to the extent that doing so would result in a penalty for purposes of any tax or would be prohibited by applicable law. If any indebtedness from you to us existing now or coming into existence in the future is not paid by the date it becomes due, we can, except to the extent that doing so would result in a penalty for purposes of any tax or would be prohibited by applicable law, take all money in your account to pay in any order we choose that indebtedness and all other indebtedness from you to us existing at the time we take the money to do so, whether or not the other indebtedness is then due and even if it is contingent (for example, indebtedness as a guarantor). We can do so even if (a) the money that we take was deposited to your account by someone else or is interest on your account resulting from money deposited to your account by someone else, (b) your account is not open in the name of someone else who, in addition to you, is obligated to pay us any indebtedness that we take the money to pay or (c) your account is open in the name of someone else who is not obligated to pay us any indebtedness that we take the money to pay. We will not be liable if, as a result of taking the money, we do not allow or make any withdrawal from your account. Our claim to the money under this section will be superior to any claim to the money by anyone else.

18. ACTING FOR YOU. Anyone other than you can be authorized to make or order any deposit to or withdrawal from your account or to do any other thing concerning your account. We can, but we will not have to, require that the authority be given in a document satisfactory to us and that the person to whom the authority is given to sign a document for our records. Until the authority is revoked by you or someone else entitled to do so and we receive and have a reasonable time to act on a written notice of the revocation, we can assume without any question that the person to whom the authority is given is authorized to make or order any deposit to or withdrawal from your account or to do any other thing concerning your account specified in the document giving the authority.

19. AUTOMATIC AND TELEPHONIC TRANSFERS. Depending on the type of your account, we can be authorized to make any deposit to or withdrawal from your account by automatically transferring money, or by following an order given by telephone to transfer money, (a) from another deposit account with us, (b) to another deposit account with us, (c) to a loan account with us, (d) from an organization (for example, a governmental body or your employer) with which proper arrangements for the transfer are made or (e) to an organization (for example, an insurance company) with which proper arrangements for the transfer are made. The authority must be given in a document satisfactory to us.

Unless any agreement between you and us concerning deposits to and withdrawals from your account made by automatic transfer of money or ordered by telephone provides differently:

a. We can, but we will not have to, make any deposit to or withdrawal from your account by automatic transfer of money or by following an order given by telephone if the amount of money available for withdrawal from your account is less than the amount scheduled to be transferred. If we do not transfer the amount scheduled to be transferred, we can, but we will not have to, transfer the amount of money available for withdrawal from your account.

b. Our authority to make any future deposit to or withdrawal from your account by automatic transfer of money or by following an order given by telephone can be canceled by you or anyone else entitled to do so by notifying us in writing of the cancellation. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it, and, until the cancellation takes effect, we can assume without any question that we have the authority.

c. We can at any time cancel any obligation of ours to make any future deposit to or withdrawal from your account by automatic transfer of money or by following an order given by telephone by sending you a notice that we are doing so. The cancellation will take effect when we send you the notice unless we decide to have it take effect later.

20. LIABILITIES AND EXPENSES. You must pay any liability or expense we incur in connection with any deposit to or withdrawal from your account or otherwise in connection with your account. For example, if we hire an attorney to defend or enforce any of our rights with respect to your account (for example, our right to be paid any amount you must pay us under this agreement) or to perform any other legal service in connection with your account, you must pay us the attorney's fee and all legal expenses we pay in connection with the defense, enforcement or other legal service. If you ask us to do or not do something in connection with any deposit to or withdrawal from your account or otherwise in connection with your account, as a condition of our doing or not doing it, we can require a written agreement, satisfactory to us, from you or anyone else satisfactory to us to pay all liabilities and expenses (for example, any attorney's fee) we incur as a result of our doing or not doing it.

21. FEES. You must pay us any fee applicable to your account. We can charge your account for the amount of the fee. We will not be liable if we do so and, as a result, we do not allow or make any withdrawal from your account.

We can at any time establish a new fee or change an existing fee applicable to your account. If we establish a new fee or increase an existing fee applicable to your account, we will send you any notice of the new fee or increase that applicable law requires us to send you. If applicable law does not require us to send you any notice of the new fee or increase, we will either send a notice of it or post a notice of it in our banking offices. We will not have to notify you if we decrease or eliminate an existing fee applicable to your account.

22. CLOSING ACCOUNT. If your account is a checking, savings or holiday club account, you or we can close your account at any time for any reason. If your account is a non-automatically renewable Certificate of Deposit account, you or we can close your account for any reason on or after the maturity date of your account. If your account is an automatically renewable Certificate of Deposit account, you or we can close your account for any reason on or after the final maturity date of your account, and you can close your account for any reason during any grace period for your account. If we close your account, we will send you a notice of the closing and a check for the amount of any money remaining in your account after we charge your account for all applicable fees and other charges. We will not be liable if, after you or we close your account, we do not allow or make any deposit to or withdrawal from your account. The closing of your account by you or us will not affect any of your obligations under this agreement. For example, if any amount of money that is obtained from us and is to be withdrawn from your account exceeds the amount available for withdrawal from your account when it is charged against your account, you must still pay us the excess, whether the money is obtained before or after the closing of your account.

23. STATEMENTS, NOTICES AND CHANGES OF ADDRESS. Any statement for your account we send you or any notice or other communication or document concerning your account or any governing document for your account we send you can be sent in any way not prohibited by applicable law (for example, electronic mail). If sent by mail, the statement, notice or other communication or document will be sent to your current mailing address shown in our records concerning your account and can be sent by regular mail. If your mailing address or electronic mail address changes, you must promptly notify us in writing of the new address. Except as provided otherwise in this agreement or by applicable law, (a) any notice or other communication or document concerning your account we send you will take effect when we send it, and (b) any notice or other communication or document concerning your account you send us must be in writing and sent by mail or courier and will not take effect until we receive it and have a reasonable time to act on it.

24. STATEMENTS. If your account is an account for which we provide statements, there may be limits on how much time you will have to do certain things if you suspect that we made an error with respect to your account during the period covered by any statement for your account we send you or otherwise make available to you. Unless the suspected error involves an electronic fund transfer to or from your account and either your account or any other deposit account involved in the electronic fund transfer is established primarily for personal, family or household purposes, the limits are as follows:

a. Unless the suspected error is the payment of a check written on your account that bears a forged endorsement, you must notify us in writing of the suspected error in time for us to receive the notice within 30 days after the date we send you the statement or otherwise make it available to you. If you do not do so, you will lose any right to make any claim against us based on the suspected error. Also, if the suspected error is the payment of a check written on your account that is altered or bears a forged or

otherwise unauthorized signature, you may lose any right to make any claim against us based on any alteration or forged or otherwise unauthorized signature made by the same person on any other check written on your account.

b. If the suspected error is the payment of a check written on your account that bears a forged endorsement and is returned to you with the statement, you must notify us in writing of the suspected error in time for us to receive the notice within 90 days after the date we send you the statement or otherwise make it available to you. If you do not do so, you will lose any right to make any claim against us based on the suspected error.

c. If you sue us because of the suspected error, you must do so within one year after the date we send you the statement or otherwise make it available to you even if you notify us of the suspected error as required by this section and even if you sue us in connection with any lawsuit we bring against you.

25. PASSBOOK. If your account is an account for which we issue a passbook, the passbook will be your record of transactions involving your account. If there is a conflict between the passbook and our records, our records will control. You must present the passbook to us when you make any withdrawal from your account. If your account is closed, you must surrender the passbook to us for cancellation. If the passbook is lost, stolen or destroyed, you must immediately notify us in writing of the loss, theft or destruction. Before allowing any withdrawal from your account or issuing a new passbook for your account, we can require a document satisfactory to us stating the facts concerning the loss, theft or destruction. Also, we can require that we be protected against all liabilities and expenses (for example, any attorney's fee) we incur as a result of allowing the withdrawal or issuing the new passbook. For example, we can require a written agreement, satisfactory to us, from you or anyone else satisfactory to us to pay all those liabilities and expenses.

26. NO LIABILITY. Except to the extent required by applicable law, we will not be liable for any loss you suffer as a result of your allowing anyone else to make or order any deposit to or withdrawal from your account or to do any other thing concerning your account.

27. CHANGES. No change in any governing document for your account can be made except as provided in this section. We can change any governing document for your account at any time. We will send you any notice of the change that applicable law requires us to send you. If applicable law does not require us to send you any notice of the change, we will either send you a notice of it or post a notice of it in our banking offices.

28. NO NOTICE OR LOSS OF RIGHTS. We can exercise, give up, fail to exercise or delay exercising any of our rights with respect to you or your account without notifying you. By exercising, failing to exercise or delaying the exercise of any of the rights, we will not lose it or any other of the rights. By giving up any of the rights on any occasion, we will not lose it on any other occasion or lose any other of the rights. For example, if on any occasion we allow you to obtain any amount of money that is to be withdrawn from your account but exceeds the amount available

for withdrawal from your account when it is charged against your account, we will not lose the right not to do that on another occasion.

29. GIVING UP OF RIGHTS. None of our rights with respect to you or your account can be given up by us except in writing signed by us.

30. TRANSFER OF RIGHTS. We will not be bound by any transfer of any of your rights with respect to your account to anyone else until we have received the document making the transfer, an officer of ours has acknowledged in writing that we have received the document and we are satisfied that the transfer is legal and properly made.

31. IF ACCOUNT IS OPEN IN NAMES OF TWO OR MORE INDIVIDUALS. If your account is open in the names of two or more individuals:

a. After the death of any of those individuals, we will not have to allow or make any withdrawal from your account until we receive all documents that we believe applicable law requires us to have before the withdrawal is made.

b. Unless any signature card or Certificate of Deposit for your account provides differently, until we receive and have a reasonable time to act on a written notice indicating differently, any of those individuals acting alone is authorized to make or order any deposit to or withdrawal from your account or to do any other thing concerning your account even if he or she has not deposited any money to your account.

c. Unless any signature card or Certificate of Deposit for your account provides differently, each of those individuals acting alone is the agent of each of the rest of them for the purpose of making or ordering any deposit to or withdrawal from your account or doing any other thing concerning your account. For example, in connection with any deposit to your account, unless the signature card or Certificate of Deposit provides differently, any of those individuals acting alone can endorse any check or other item payable or endorsed to any other of them or the order of any other of them.

d. All those individuals will be, individually and together, liable in connection with your account and under the governing documents for your account. We can sue any of those individuals in connection with your account or under any governing document for your account whether or not we sue anyone else. For example, if any amount of money that is obtained from us and is to be withdrawn from your account exceeds the amount available for withdrawal from your account when it is charged against your account, each of those individuals will be liable for paying us the excess, and we can sue him or her to collect the excess, even if he or she did not seek to obtain the money or benefit from the obtaining of the money.

e. We can, but we will not have to, require that each of those individuals sign any document authorizing someone other than you to make or order any deposit to or withdrawal from your account or to do any other thing concerning your account.

f. We can, but we will not have to, require that each of those individuals sign any document authorizing us to make any deposit to or withdrawal from your account by automatically transferring money from or to any other deposit account with us, to any loan account with us or from or to any organization. Unless that document provides differently, any of those individuals acting alone can cancel the authority, and, if any of them does so, we will not have to notify any other of them.

g. We can, but we will not have to, require that each of those individuals sign any document making any transfer of any of their rights with respect to your account.

h. We can, but we will not have to, require that each of those individuals sign any document authorizing us to resume allowing withdrawals from your account after we receive any notice from any of those individuals notifying us not to allow withdrawals from your account.

i. If your account is an account for which we issue a passbook and the passbook is lost, stolen or destroyed, we can, but we will not have to, require that each of those individuals sign any document stating the facts concerning the loss, theft or destruction and any agreement to pay all liabilities and expenses we incur as a result of allowing any withdrawal from your account or issuing a new passbook for your account.

j. If we close your account, we can send or deliver to any of those individuals, on behalf of all of them, a check payable to the order of any of them for the amount of money remaining in your account after we charge your account for all applicable fees and other charges.

k. We can send any of those individuals or otherwise make available to any of them any statement for your account or any notice concerning your account or any governing document for your account, and it will be effective for all of them.

32. REASONABLE TIME TO ACT. A reasonable time for us to act on any notice, order or other communication or document received by us will not end until at least the close of business on our first business day after our business day we receive the notice, order or other communication or document.

33. LEGAL PROCEEDINGS. If your account becomes involved in any legal proceeding or subject to any legal process (for example, a tax levy, a subpoena or an order providing for restraint, attachment, garnishment or execution), we can restrict deposits to and withdrawals from your account.

34. DISPUTES. We will not be liable if, because your account is involved in any dispute, we do not allow or make any deposit to or withdrawal from your account. Also, we will not be liable if, despite your account being involved in any dispute, we allow or make any deposit to or withdrawal from your account.

35. EVIDENCE. In any legal proceeding involving your account or any governing document for your account, any copy of that governing document kept by us in the regular course of our business is to be admitted in evidence as an original of that governing document.

36. CONFLICTS. If any part of any governing document for your account conflicts with applicable law, the law will control, and that governing document will be considered changed to the extent necessary to comply with the law.

37. CONTINUED EFFECTIVENESS. If any part of any governing document for your account is determined by a court to be invalid, the rest of that governing document and the other governing documents for your account will remain in effect.

38. WHAT LAW APPLIES. Any legal questions concerning your account or any governing document for your account will be decided in accordance with (a) to the extent applicable, federal law, (b) to the extent that federal law is inapplicable and to the extent that any statute or regulation of the state where we open your account imposes requirements that relate specifically to the opening or maintenance of accounts of the same type as your account (for example, a requirement as to how ownership of any account of a particular type must be described in records for that account), that statute or regulation and (c) to the extent that the legal question is not decided under items (a) and (b) of this sentence, New York State law without regard to the law of any other state or other jurisdiction.

39. SUB-ACCOUNTS. If your account is a checking account, it will consist of two legally separate sub-accounts. The sub-accounts will be a transaction sub-account and a holding sub-account. All deposits and other credits to your account and all withdrawals from and other debits to your account will be posted to the transaction sub-account. Money available for withdrawal from the transaction sub-account above a preset level determined by us from time to time will be transferred by us each day to the holding sub-account. Money available for withdrawal from the holding sub-account will be transferred by us to the transaction sub-account as needed to cover withdrawals from and other debits to the transaction sub-account, except that no more than six transfers of money from the holding sub-account to the transaction sub-account will be made by us during the period covered by any statement for your account. Any sixth transfer of money from the holding sub-account to the transaction sub-account made by us during that period will transfer all money in the holding sub-account to the transaction sub-account for the remainder of that period, and no money available for withdrawal from the transaction sub-account will be transferred to the holding sub-account until the beginning of the period covered by the next statement for your account.

40. WAIVER OF TRIAL BY JURY. YOU GIVE UP ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT BY US AGAINST YOU OR BY YOU AGAINST US INVOLVING ANY DEPOSIT TO OR WITHDRAWAL FROM YOUR ACCOUNT OR ANY OTHER THING CONCERNING YOUR ACCOUNT.

41. BUSINESS ACCOUNTS. If you open a business or commercial account, you agree to only use such account for lawful business purposes and not for personal, family or household purposes.

Safe Deposit Box Agreement

This Safe Deposit Box Agreement (“Agreement”) covers the rental of a Safe Deposit Box (“Box”) from First Niagara Bank, N.A. (“Bank”).

1. Annual Term; Fees, Renewals: The Bank is renting to Customer(s) the Box for the annual rent set forth in the schedule of fees for the applicable size box. Rent payments are due on the first day of the month of the anniversary date of rental of the Box. The initial term of this Agreement is for one (1) year from the date of the signature on the original agreement for rental of the Box. Fees will be charged in accordance with the published fee schedule in existence at the time of the initial agreement or the date of any renewal term, as applicable. The Customer may renew the Agreement for subsequent one (1) year terms at the then applicable fees. If the Customer has not surrendered the Box and keys, renewal will be automatic and the Customer agrees to pay the then applicable fees. **If the annual fee is not paid within 30 days after the renewal date it may be collected by offset against any deposit account held by the Bank in the name of the Customer. If ownership of the Box is joint, the Bank may collect the annual fee by offset against the account of any joint owner.**

2. Customer: The Customer is the person, corporation, partnership, trust, proprietorship, association or any other entity in whose name the Box is rented. As used in this Agreement, the singular of “Customer,” where appropriate, may include the plural.

3. Individuals: Where there is only one Customer designated as the sole owner on the Agreement, only the Customer is entitled access to the Box and control over its contents. The Customer may appoint a Deputy to have access to the Box and control over its contents. The appointment of a Deputy must be given in writing to the Bank.

4. Multiple Parties: Where there is more than one Customer, any one of the Customers shall be entitled access to the Box and control of its contents, and any one of the customers shall have the right to surrender the Box and cancel this Agreement on behalf of all. Furthermore, any one of the Customers, with the consent of the others, shall have the right to appoint a Deputy to have access to the Box and control over its contents. The Bank shall not be responsible for any losses caused by such access or control by any one of the Customers or Deputies. The death of one Customer does not affect the right of any other Customer to access and remove contents from the Box. No presumption of ownership of the contents of the Box shall be deemed to be created by this Agreement.

5. Corporations, Trusts, Partnerships, Sole Proprietorships or Associations: If the Customer is a corporation, trust, partnership, sole proprietorship or association, each person who signs the Agreement represents that such person is authorized to execute the Agreement and enter into the Agreement in the capacity stated, and has the authority to bind the Customer to the terms of this Agreement. If requested, the Customer will furnish the Bank

with the resolution, agreement, court order or other documents, satisfactory to the Bank, giving or evidencing such authority.

6. Appointment of Deputy: The Customer authorizes each person designated as “Deputy” on the Agreement to have access to the Box. The Customer gives the Deputy the authority to enter the Box, withdraw or change its contents, surrender the Box and the keys, and control the Box. The authority given may be terminated only by written notice delivered to the Bank, or by death of the Customer, but shall not terminate upon disability of the Customer. The Customer agrees to reimburse the Bank for all losses and liability incurred by the Bank because of any action of the Deputy before or after termination of the authority.

7. Bank Not Deputy: Neither the Bank, nor any officer or employee of the Bank, whether acting in a private or official capacity, shall be authorized to act as Deputy for the Customer with respect to the Box or its contents.

8. Signatures: The Bank may rely upon the signature(s) on this Agreement without further inquiry regarding all transactions in connection with the Box.

9. Access to Box: No person other than the Customer, or the Customer’s Deputy or legal representative (in the case of death, insolvency, or other disability), shall have access to the Box, except as otherwise stated in this Agreement. The Bank may allow those persons authorized in accordance with the laws of the State where the Box is located, such as spouses, parents, children of legal age and legal representatives of a deceased Customer, to remove certain items belonging to the Customer, such as a will, deed to a burial plot or life insurance policy. Except as may be restricted by applicable law, where there is more than one Customer, upon the death of one of the persons in whose names the Box is rented, the Bank may allow any one of the other persons to have access to and remove contents from the Box. The Bank may refuse access to the Box at any time until all outstanding charges to the Box have been paid.

10. Handling of Box: The Customer may not enter the Safe Deposit Box Vault (“Vault”) unless in the presence of the Vault custodian. The Box may be examined in the Vault only when permitted by the Bank. The Bank will provide a private room or booth for the purpose of examining contents of the Box, and only two (2) persons may examine the Box at one time. The Customer must remove and replace the Box in the Vault; however, if the Vault custodian handles the Box as an accommodation to the Customer, the Bank will assume no liability.

11. Hours of Access; Delay: The Bank may close its Vault on any national, state or city holiday, or on any other day when the Bank believes closing to be proper. The Bank has the right to fix the regular hours for opening and closing the Vault. The Bank shall not be liable for any delay in opening the Vault caused by failure of the Vault doors or locks to operate.

12. Keys; Opening the Box: The Bank will not keep any keys that open the Box. The Box is considered rented until the keys are returned; retention of the keys beyond the term of this Agreement will be considered a renewal for another term. The Customer shall return the keys immediately upon termination or cancellation of this Agreement. Any expenses incurred by the Bank in opening or repairing the Box or its doors, or in changing the locks because of failure to return the keys, must be paid by the Customer.

13. Lost or Stolen Keys: If a key should become lost or stolen, the Customer shall notify the Bank at once and bring the remaining key to the Bank so that the lock may be changed. The Customer agrees to pay all expenses relating thereto, including without limitation, the cost of changing the lock, drilling the box (at the option of the Bank), any repairs to the Box door, and any other charges or fees imposed by the Bank. The Customer hereby authorizes the Bank to charge the deposit account specified on this Agreement for any such expenses. If no deposit account is specified on this Agreement, the Bank will mail the Customer a notice to pay. The Customer acknowledges that the Bank may hold the contents of the Box subject to a lien for such expenses.

14. Responsibility of Bank: The responsibility of the Bank, with respect to property deposited in the Box, is limited to ordinary care by the employees and officers of the Bank, and consists only of keeping the Box in the Vault with the door to the Box locked at all times except when the Box is in the custody of the Customer, the Customer's authorized Deputy or the Customer's legal representative. No unauthorized access shall be inferable from proof of loss or damage to any contents of the Box. The Bank shall under no circumstances be considered in control or possession of the contents of the Box. The relationship between the Bank and Customer shall be that of landlord and tenant only. The Bank does not assume the duties of a bailee and shall not be responsible for loss of, or damage to, the contents caused by burglary, theft, embezzlement, fire, water or any other cause; the entire risk of such loss or damage is the Customer's. The contents of the Box are not insured by the Federal Deposit Insurance Corporation nor by the Bank.

Information for Massachusetts customers: Insurance coverage for the contents of your safe deposit box is not provided by the Bank. You may, at your own expense, insure the contents of your safe deposit box with an insurance company of your selection.

15. Court Orders: If, by any act, writ, decree or process of any court against any person having right of access to the Box, the Bank is forbidden to allow the Box to be opened by such person, the Box may be closed to everyone until such act, writ, decree or process is annulled. The Bank has no duty to determine the validity of any court order or legal process, and is under no obligation to compensate the Customer for any damage or loss to the Customer resulting from the Bank's compliance with any court order, legal process or the law. The Customer agrees to pay the Bank for all its costs and expenses, including reasonable attorney's fees as permitted by law, in the event the Bank becomes involved in any dispute about the Box or its contents.

16. Remedies for Non-payment of Rent and Charges: If possession of the Box is not given up and its keys returned to the Bank on the date of cancellation or at the end of the annual term (or renewal term), the Customer shall not be permitted access to the Box at the Bank's option. If the Annual Fee is not paid for 1 year, the Bank will mail the Customer a notice to pay, by certified, return receipt requested mail to the last address known to the Bank. If the fee is still not paid after thirty (30) days, the Bank may forcibly open the Box in the presence of a notary public and one (1) employee of the Bank, at least one of whom is an officer or manager of the Bank, and place the contents of the Box in a sealed envelope or container bearing the name of the Customer. The Bank may then hold the contents of the Box subject to a lien for the Annual Fee, the cost of forcibly opening the Box and any other costs incurred by the Bank. If such Annual Fee(s) and costs are not paid within two (2) years from the date of opening of the Box, the Bank may sell the contents at public auction. Any and all funds received by the Bank as the result of such sale shall be applied to the payment of such Annual Fee, the cost of forcibly opening the Box and any other costs incurred by the Bank. The funds shall also be subject to the Bank's right to satisfy any debt owed to the bank by the Customer by the legal remedy of offset. The Bank may exercise this right without any court proceedings and without notice to the Customer if the Customer has an unpaid and properly due and payable debt or other obligation to the Bank including, but not limited to, amounts credited to a deposit account in error, loan balances and unpaid service fees. The Bank shall also have the right to place an administrative hold on such funds pending offset. The Bank may apply all funds received on behalf of joint owners to satisfy a debt owed to the Bank by one of the joint owners. The foregoing provisions shall not preclude any other remedy or action for the enforcement of the claims of the Bank against the Customer or bar the right of the Bank to recover the debt due it by set-off or any other lawful manner.

Information for Massachusetts customers: If possession of the Box is not given up and its keys returned to the Bank on the date of cancellation or at the end of the annual term (or renewal term), the Customer shall not be permitted access to the Box at the Bank's option. If the Annual Fee is not paid for one (1) year, the Bank will mail the Customer a notice to pay to the last address of the Customer known to the Bank. If the fee is still not paid after sixty (60) days, the Bank may forcibly open the Box in the presence of a notary public and one (1) officer of the Bank, and place the contents of the Box in a sealed envelope or container bearing the name and last known address of the Customer. The Bank may then hold the contents of the Box subject to a lien for the Annual Fee, the cost of forcibly opening the Box and any other costs incurred by the Bank. If such Annual Fee(s) and costs are not paid within seven (7) years from the date of opening of the Box, the Bank may sell the contents at public auction to collect the unpaid Annual Fees, the cost of forcibly opening the Box and any other costs incurred by the Bank. Any remaining contents will be retained by the Bank for the specified period of time established by applicable law, after which time any unclaimed or abandoned contents shall be delivered to the appropriate state offices as provided by law.

17. **Prohibited Contents:** The Customer shall not use the Box, nor permit anyone else to use the Box, for deposit of any intoxicating liquors, weapons, narcotics, any property of an illegal, explosive or destructive nature or perishable or other items that may create a nuisance or health hazard. In the event of a breach of this provision, the Bank is authorized to forcibly open the Box, at the Customer's expense, immediately remove, and, at the Bank's option, dispose of such items without liability.

18. **Change of Address:** The Customer will immediately notify the Bank in writing of any change of address. If the Customer fails to do so, notices sent to the address given by the Customer on this Agreement will be sufficient for all purposes.

19. **Right to Cancel:** (a) Bank – The Bank reserves the right to cancel this Agreement after ten (10) days' written notice by mail to the address provided by the Customer. Within that time period, the Customer will remove all the contents from the Box and return to the Bank its keys. If the Bank cancels this agreement before the end of the annual term, the Customer will receive a pro rata rebate of the last annual fee paid upon return of the keys to the Bank. (b) Customer – The Customer may cancel this Agreement by giving the Bank written notice, and simultaneously removing all of the contents from the Box and returning the keys to the Bank. If the Customer elects to cancel this Agreement for any reason whatsoever, the Bank is not obligated to rebate any of the last annual fee paid.

20. **Other Rules:** The Bank reserves the right to make rules and regulations, without notice, that may be needed for the safety, care and orderliness of the Vault and the premises.

21. **Governing Laws; Severability:** This Agreement shall be governed by the applicable laws, rules, and regulations of the State in which the Box is located and of the United States and any governmental or regulatory agency having jurisdiction over the Bank. If any term of this Agreement is found invalid, unenforceable, or illegal, it shall be considered severed from the Agreement, therefore not affecting the validity, enforceability or legality of the remainder of the Agreement.

22. **Non-Transferable:** This Agreement is personal to the Customer and may not be assigned or transferred by the Customer.

23. **Binding Effects; Amendments:** This Agreement is binding upon the Customer and the Bank, and the heirs, executors, administrators, representatives, successors and assigns thereof. The Bank may amend this Agreement at any time, either by written notice mailed to the Customer at the last address known to the Bank, or by posting notice of the amendment in the Bank's main lobby. Such written notice shall be mailed or posted at least thirty (30) days prior to the effective date of such change. The Customer has the right to cancel this Agreement before the effective date of any amendment.

BUSINESS BANKING SCHEDULE OF FEES AND TRANSACTION LIMITATIONS

Effective March 5, 2011

Fees Subject To Change At Any Time

ANALYZED CHECKING

SERVICE FEES – included as part of the analysis:

Monthly Maintenance Charge	\$15.00
Balance Inquiry	\$1.00
Checks Paid	\$0.20
Deposits (credits)	\$0.50
Checks Deposited, each	\$0.17
Currency Deposited, per \$100	\$0.15
Coin Deposited, per deposit	\$3.00
Currency Furnished, per \$100	\$0.12
Coin Furnished, per roll	\$0.12
Automated Clearing House (ACH) Transactions, each	\$0.20
Paid Checks – Images	\$4.00
Account History	\$2.00
Bank Draft	\$5.00
Money Order	\$5.00
Stop Payment Request (incl. ACH)	\$30.00
Transactions at Non-First Niagara Financial Group ATMs	\$2.00/Trans
Processing of Negotiable Bond Coupons, per envelope	\$10.00
Copy of Statement or other Bank Document	\$5.00
Incoming Collection	\$15.00
Foreign Check Collection, per item	
Countries other than Canada	\$20.00
Canadian Check Handling Charge	\$2.00
Wire Transfer – Incoming	\$15.00
Wire Transfer – Outgoing	\$20.00
Wire Transfer – Int'l	\$35.00

The following fees are NOT part of the analysis and are charged separately.

Paid Checks – Statement Only	No charge
Check Protest	\$25.00
Notary Fee	\$2.00
Debit BusinessCard or ATM Card purchases authorized by a signature or Personal Identification Number (PIN)	Free
Request from another institution to transfer Funds	\$15.00
Non-Sufficient Funds/Uncollected Funds (NSF/UCF)*	\$35.00
Fees are limited to \$175.00/Day	
Continuous Overdraft	\$35.00
<i>(charged on accounts overdrawn more than 7 days)</i>	

Deposited Checks Returned*	\$15.00
<i>*NSF items and Deposited Checks Returned are charged to the account as they occur.</i>	
Account Reconciliation and Research, per hour	\$25.00
Foreign Currency Purchase**	\$15.00
Foreign Draft Purchase**	\$15.00
<i>**Does not include shipping charges</i>	
Early Account Closeout (w/in 180 days of opening)	\$25.00
Legal Restraining Notice or Levy	\$100.00
Writs of execution	\$100.00 (plus legal fees)
All other legal papers	\$100.00
Abandoned Property Escheatment***	\$35.00
<i>***Not applicable in CT and MA (Free)</i>	

ONLINE BANKING

Online Banking BASIC

Balance Inquiry, Internal Transfers, Transactional History (customizable), Online Bill Payment, Online Statements and Images of Paid Checks, Data Exports to Accounting Programs, Check Stop Payment Placement (normal bank fee applies), Multiple Users with Separate IDs and Passwords No Charge

Online Banking PLUS****

All services of Online Banking BASIC package plus access to the following fee-based services:

- ACH Origination
- Customer Initiated Wire Transfers
- Electronic Tax Payments

******Ask for more information and applicable charges. Available on Analyzed Checking Accounts only. Service fees are included in the analysis.**

First Niagara offers a line of sophisticated cash management services to assist you in managing your business. The fees associated with these services can be offset through earnings credits with our Analyzed Checking Accounts. For more information about these services, please contact your Relationship Manager or Cash Management Sales Officer or call 800-516-0625.

CASH MANAGEMENT SERVICES

Account Reconciliation
Controlled Disbursement
Lockbox Services
Remote Deposit
Sweep Accounts

Ask for more information and applicable charges. Available on Analyzed Checking Accounts only. Service fees are included in the analysis.

READYACCESS™ LINE OF CREDIT

Up to \$100,000
Minimum Draw \$100
Minimum Line \$5,000

COMMERCIAL LINE OF CREDIT

Minimum Draw \$500
Minimum Line \$50,000

OVERDRAFT LINE OF CREDIT

Annual Fee \$25.00
Minimum Draw \$100
Maximum Line \$5,000

BUSINESS MONEY MARKET SAVINGS

Receives 30 transactions free per month. Transactions that apply to the 30 limit:

Each Deposit
Each Check Deposited
Each Check Paid
Automated Clearing House (ACH) Transactions

Transactions over the 30 limit will be charged \$0.25 each.

Monthly Service Charge if average daily balance is less than \$500 \$8.00

PREMIUM BUSINESS MONEY MARKET DEPOSIT ACCOUNT

Receives 30 transactions free per month. Transactions that apply to the 30 limit:

Each Deposit
Each Check Deposited
Automated Clearing House (ACH) Transactions

Transactions over the 30 limit will be charged \$0.25 each.

Monthly Service Charge if average daily balance is less than \$10,000 \$25.00

BUSINESSWISE CHECKING AND FREE BUSINESS CHECKING

BusinessWise receives 500 free items each statement cycle.

Free Business Checking receives 300 free items each statement cycle.

Items that apply to these limits:

- Each Deposit
- Each Check Deposited
- Each Check Paid
- Automated Clearing House (ACH) Transactions
- Online Bill Payments

Items over these limits will be charged \$0.50 each.

BusinessWise Monthly Service Charge if average daily balance is less than \$2,000 \$12.00

The following Bank Service fees do not apply to the transaction limits and are charged separately.

Non-Sufficient Funds/Uncollected Funds (NSF/UCF)*	\$35.00
Fees are limited to \$175.00/Day	
Continuous Overdraft	\$35.00
<i>(charged on accounts overdrawn more than 7 days)</i>	
Deposited Checks Returned*	\$15.00
<i>*Charged to the account as they occur.</i>	
Balance Inquiry	\$1.00
Paid Checks – Statement Only	No Charge
Paid Checks – Images	\$7.00
Account Reconciliation and Research, per hour	\$25.00
Account History	\$5.00
Bank Draft	\$5.00
Money Order	\$5.00
Check Protest	\$25.00
Stop Payment Request (incl. ACH)	\$30.00
Debit BusinessCard purchases authorized by signature on file	Free
Foreign Currency Purchase**	\$15.00
Foreign Draft Purchase**	\$15.00
<i>**Does not include shipping charges</i>	
Transactions at Non-First Niagara Financial Group ATMs	\$2.00/Tran
Wire Transfer – Incoming	\$15.00
Wire Transfer – Outgoing	\$20.00

Wire Transfer – International Request from another institution to transfer funds	\$35.00
Notary Fee	\$15.00
Processing of Negotiable Bond Coupons, per envelope	\$2.00
Copy of Statement or other Bank Document	\$10.00
Early Account Closeout (w/in 180 days of opening)	\$5.00
Legal Restraining Notice or Levy	\$25.00
Writs of execution	\$100.00 (plus legal fees)
All other legal papers	\$100.00
Foreign Check Collection, per item	
Countries other than Canada	\$20.00
Canadian Check Handling Charge	\$2.00
Incoming Collection	\$15.00
Abandoned Property Escheatment***	\$35.00
<i>***Not applicable in CT and MA (Free)</i>	

TRANSACTION LIMITATIONS

For Savings Accounts and Money Market Deposit Accounts, the depositor is permitted to make no more than six (6) transfers per monthly statement cycle to another account of the depositor at First Niagara Bank or to a third party by means of a pre-authorized or automatic transfer, or telephone or Internet agreement, order or instruction, or by check, draft or similar order made payable to third parties or by using a First Niagara Bank Business debit card (ATM Card or “Debit BusinessCard” Card) to purchase goods and services.

A “pre-authorized transfer” includes any arrangement by First Niagara Bank to pay a third party from the account of a depositor upon written or oral instruction (including an ACH or Internet transfer), at a predetermined time, or on a fixed schedule. A \$15.00 service charge will be assessed for each transfer or cleared item in excess of these limits. Pursuant to federal banking regulations, depositors who continue to exceed these limits may lose the transfer and check-writing features of their account.

DOLLAR LIMITATIONS

The following dollar limitations apply to transactions made at Automatic Teller Machine (ATM) locations using a First Niagara Bank Business ATM Card:

Maximum Cash Withdrawal: \$800 per day

Minimum Cash Withdrawal: \$20

Maximum Deposit of Checks and/or Cash: Unlimited

Minimum Deposit of Checks and/or Cash: \$1.00

The following dollar limitations apply to purchases of goods and services made at Point of Sale (POS) locations using a First Niagara Bank Debit BusinessCard Card:

Maximum Cash Withdrawal: \$5,000 per day

Minimum Cash Withdrawal: \$20

Maximum Purchase:

- If PIN is required \$5,000 per day
- If PIN is not required \$5,000 per day

ATM SURCHARGE

A surcharge may be assessed for a withdrawal made at certain ATMs not owned by First Niagara Bank. The surcharge is assessed by the ATM owner. Transaction limits and fees may apply to transactions made at ATMs not owned by First Niagara Bank. Ask for details.

BUSINESS ACCOUNT FUNDS AVAILABILITY DISCLOSURE STATEMENT YOUR ABILITY TO WITHDRAW FUNDS AT FIRST NIAGARA BANK, N.A.

Our policy is to make funds from some of your deposits available to you on the business day we receive your deposit and to delay the availability of other funds that you deposit in your account as described below. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you may withdraw the funds in cash and we will use the funds to pay checks that you have written.

Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit at one of our manned teller stations no later than 2:00 p.m. on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at one of our manned teller stations after 2:00 p.m., we may consider that the deposit was made on the next business day we are open. Certain branches or manned teller stations may use a time later than 2:00 p.m. as a cut-off time, and each manned teller station will display a sign indicating whether deposits made at that manned teller station will be treated as made on the day received or on the next business day we are open. If you make a deposit at one of our night depositories, we will consider that the deposit was made on the next business day we are open. If you make a deposit at any walk-up box located at one of our banking offices no later than 2:00 p.m. on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at any walk-up box located at one of our banking offices after 2:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit at an Automated Teller Machine (ATM) facility located at one of our banking offices no later than 12:00 noon on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM facility located at one of our banking offices after 12:00 noon or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability

Funds from the following deposits to your account will be available on the day we receive the deposit:

- Cash
- Electronic direct deposits
- Wire transfers
- U.S. Treasury checks that are payable to you. If you deposit a U.S. Treasury check that is payable to you at any of our branches located in New York State, the deposit will have next-day availability.
- Checks drawn on First Niagara Bank, N.A. If you deposit a check drawn on First Niagara Bank, N.A. at any of our branches located in New York state, the deposit will have next-day availability.

Next-Day Availability

Funds from the following deposits will be available on the first business day after the day of your deposit:

- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. postal money orders that are payable to you
- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you

Other Check Deposits

The delay for other check deposits is as follows:

Local checks. A "local check" is defined as any check that is drawn on a United States financial institution. The first \$100 from a deposit of local checks will be available on the first business day after the day of your deposit. The remaining funds will be available no later than the second business day after the day of your deposit. For example, if you deposit a local check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available no later than Wednesday.

Any check not deposited to a payee's account will be treated as a local check and will be available as described above.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period of time under 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 last six months.
- There is an emergency, such as failure of communications or computer equipment.

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 will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from cash deposited in your account, electronic direct deposits and wire transfers to your account, checks drawn on First Niagara Bank deposited in your account and U.S. Treasury checks deposited in your account will be available on the day we receive the deposit. If you deposit a check drawn on First Niagara Bank at any of our branches located in New York state, the deposit will have next-day availability.

Funds from deposits of Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. postal money orders to your account will be available the first business day after the day of your deposit.

The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available no later than the seventh business day after the day of your deposit. If your deposit of these 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.

Funds from all other deposits of checks will be available no later than the seventh business day after the day of your deposit.

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. For example, if we cash a \$100 local check for you, \$100 of funds already in your account will not be available until the first business day after the day we cash the check.

Holds on Other Funds (Other Account)

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 ability 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.

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