

6750 Main Street • Williamsville, NY 14221 Phone: (716) 632-9328 • Fax: (716) 632-1383

IMPORTANT TERMS of our HOME EQUITY LINES OF CREDIT VARIABLE RATE (30-Year Plans)

THIS DISCLOSURE CONTAINS INFORMATION ABOUT OUR VARIABLE RATE HOME EQUITY LINES OF CREDIT. YOU SHOULD READ IT CAREFULLY AND KEEP THIS COPY FOR YOURSELF. THE INFORMATION FOR ALL PLANS IS THE SAME EXCEPT FOR WHERE OTHERWISE INDICATED.

Availability Of Terms

All terms described below are subject to change. If these terms change (other than the Annual Percentage Rate), and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees you paid to us or anyone else in connection with your application.

Security Interest

We will take a Mortgage/Deed of Trust on your home ("Security Property"). You could lose your home if you do not meet certain obligations in your agreement with us.

Possible Actions

Termination

If you fail to meet the terms of repayment, or if you act or fail to act in a way that adversely affects our security interest or other rights in the Security Property, or if you have committed fraud or made a material misrepresentation in connection with the account, we may, subject to the governing law, terminate the plan, require payment in full of the entire outstanding balance in a single payment, or cause the Security Property to be sold and the proceeds of such sale to be applied to your obligation to us. You agree to pay any reasonable costs of protecting, retaking, repairing, or selling the Security Property.

Suspension

Your right to request additional advances may be suspended, or your maximum credit limit reduced, at our option, in the following instances: (1) you fail to make the scheduled payments due to us; (2) you fail to make timely payments to the holders of Mortgages/Deeds of Trust senior to ours; (3) you fail to pay real property taxes prior to delinquency; (4) you fail to maintain the required property insurance; (5) the value of the Security Property declines significantly below the appraised value upon which we relied in approving your application; (6) we reasonably believe that your ability to meet your payment obligations is impaired because of a material change in your financial circumstances; (7) governmental action precludes our imposing the interest rate provided herein or adversely affects the priority of our security interest such that the value of our interest is less than 120.00% of your maximum credit limit; (8) the maximum interest rate under the plan is reached; or (9) government regulatory authorities find that further advances under this plan constitute an unsafe and unsound practice. When the condition which caused the suspension of advances or reduction of your maximum credit limit no longer exists, the original terms of your agreement will be reinstated. You understand that if your right to request additional advances is suspended or your maximum credit limit is reduced, you still owe us whatever sums you have already borrowed, all other charges under your agreement and applicable Finance Charges.

Home Equity Plans

We offer three (3) Variable-Rate Home Equity Lines of Credit, each of which has a 30-year Plan term: (i) our Owner Occupied (CLTV 80.00% and less) Plan; (ii) our Owner Occupied (CLTV 80.01% - 95.00%) Plan; and (iii) our Non-Owner Occupied (CLTV 80.00% and less) Plan.

The pricing structure for these plans will be determined by your creditworthiness, the occupancy status, and the maximum combined loan-to-value (CLTV) ratio for your line of credit (the sum of the current outstanding debts secured by liens against the Security Property plus the home equity line of credit maximum credit limit established for your line of credit, divided by the value of the Security Property).

Higher credit scores within each of the above categories will generally qualify for a lower margin and corresponding interest rate than those lines of credit that have lower credit scores. Owner occupied lines of credit will generally qualify for a lower margin and corresponding interest rate than those lines of credit that will be non-owner occupied. For all lines of credit the highest permitted CLTV will generally qualify for a higher margin and corresponding interest rate, whereas the lower CLTV will generally qualify for a lower margin and corresponding interest rate. Not all applicants may qualify for all Plans.

Minimum Payment Requirements

You can obtain credit advances for 180 months (the draw period). During the draw period, your minimum periodic payment will be established at the time of each advance, and any subsequent change in the interest rate, to the amount necessary to fully amortize your then outstanding account balance no later than 180 months from the date of such advance.

After the draw period ends, you will no longer be able to obtain credit advances and you must repay your outstanding account balance (the repayment period). The length of the repayment period will depend on the date of your last advance but in no event exceed 180 months. During the repayment period, your minimum periodic payment will be calculated in the same manner as during the draw period.

Minimum Payment Example

Owner Occupied (CLTV 80.00% and less)

If you made only the minimum payments and took no other credit advances, it would take 180 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 3.25%. During that period, you would make 179 monthly payments of \$70.26, followed by a final payment of \$71.26.

Owner Occupied (CLTV 80.01% - 95.00%)

If you made only the minimum payments and took no other credit advances, it would take 180 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 4.25%. During that period, you would make 179 monthly payments of \$75.23, followed by a final payment of \$76.23.

Non Owner Occupied (CLTV 80.00% and less)

If you made only the minimum payments and took no other credit advances, it would take 180 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 4.25%. During that period, you would make 179 monthly payments of \$75.23, followed by a final payment of \$76.23.

Minimum Balance And Draw Requirements

The minimum initial draw you can receive is \$10,000.00.

Fees And Charges

You may have to pay certain fees to third parties in order to open a line of credit. These fees generally range from \$200.00 to \$3,000.00. If you ask, we will give you an itemization of the fees you may have to pay to third parties.

Insurance

You must carry insurance on the property that secures this plan.

Tax Deductibility

You should consult a tax advisor regarding the deductibility of interest and charges for the line of credit.

Other Products

If you ask, we will provide you with information on any other home equity products we offer.

Variable Rate

These plans have a variable-rate feature and the Annual Percentage Rate (corresponding to the periodic rate), and the amount of your regularly scheduled payments can change as a result. The Annual Percentage Rate includes only interest and no other costs. The Annual Percentage Rate is based on the value of an index. The index is the highest Prime Rate as published in the Money Rates section of The Wall Street Journal in effect on the last day of each month. To determine the Annual Percentage Rate that will apply to your line of credit, we add a margin to the value of the index. Ask us for the current index value, your margin, and Annual Percentage Rate. After you open a line of credit, rate information will be provided in periodic statements that we send you.

Rate Changes

Your Annual Percentage Rate can change monthly. Subject to the maximum and minimum Annual Percentage Rates that can apply at any time to this account, there is no limit on the amount by which your interest rate can increase or decrease in any one-year period.

The maximum ANNUAL PERCENTAGE RATE at any time is 18.00%. The minimum ANNUAL PERCENTAGE RATE at any time is 3.00%.

Maximum Rate and Payment Examples

If you had an outstanding balance of \$10,000.00 during the draw period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18.00% would be \$161.06. This Annual Percentage Rate could be reached during the 2nd month of the draw period.

If you had an outstanding balance of \$10,000.00 during the repayment period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18.00% would be \$161.06. This Annual Percentage Rate could be reached during the 1st month of the repayment period.

Historical Example

The following table shows how the Annual Percentage Rate and the monthly payments for a single \$10,000.00 credit advance would have changed based on changes in the index since 2008. The index is from The Wall Street Journal and is calculated on the first business day of February of each year. While only one payment amount per year is shown, payments may have varied during the year. The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during the year. It does not necessarily indicate how the index or your payments will change in the future.

OWNER-OCCUPIED

ANNUAL												
Year	Index	Margin(1)		PERCENTAGE RATE		Payment Period		Minimum Payment				
		(2)	(3)	(2)	(3)	(2)	(3)	(2)	(3)			
2008	6.00	0.00	1.00	6.00%	7.00%	DRAW	DRAW	\$84.39	\$89.88			
2009	3.25	0.00	1.00	3.25%	4.25%	DRAW	DRAW	\$71.02	\$75.99			
2010	3.25	0.00	1.00	3.25%	4.25%	DRAW	DRAW	\$71.02	\$75.99			
2011	3.25	0.00	1.00	3.25%	4.25%	DRAW	DRAW	\$71.02	\$75.99			
2012	3.25	0.00	1.00	3.25%	4.25%	DRAW	DRAW	\$71.02	\$75.99			
2013	3.25	0.00	1.00	3.25%	4.25%	DRAW	DRAW	\$71.02	\$75.99			
2014	3.25	0.00	1.00	3.25%	4.25%	DRAW	DRAW	\$71.02	\$75.99			
2015	3.25	0.00	1.00	3.25%	4.25%	DRAW	DRAW	\$71.02	\$75.99			
2016	3.50	0.00	1.00	3.50%	4.50%	DRAW	DRAW	\$71.63	\$76.63			
2017	3.75	0.00	1.00	3.75%	4.75%	DRAW	DRAW	\$72.15	\$77.18			
2018	4.50	0.00	1.00	4.50%	5.50%	DRAW	DRAW	\$73.49	\$78.60			
2019	5.50	0.00	1.00	5.50%	6.50%	DRAW	DRAW	\$74.95	\$80.15			
2020	4.75	0.00	1.00	4.75%	5.75%	DRAW	DRAW	\$74.11	\$79.26			
2021	3.25	0.00	1.00	3.25%	4.25%	DRAW	DRAW	\$72.98	\$78.05			
2022	3.25	0.00	1.00	3.25%	4.25%	DRAW	DRAW	\$72.98	\$78.05			

- (1) This represents a margin (which we have recently used).
- (2) This represents the Margin, Annual Percentage Rate, Pay Period and Minimum Payment for Our Owner Occupied (CLTV 80.00% and less) lines of credit.
- (3) This represents the Margin, Annual Percentage Rate, Pay Period and Minimum Payment for Our Owner Occupied (CLTV 80.01% 95.00%) lines of credit.

NON OWNER-OCCUPIED

Year	Index	Margin(1)	ANNUAL PERCENTAGE RATE	Payment Period	Minimum Payment	
2008	6.00	1.00	7.00%	DRAW	\$89.88	,
2009	3.25	1.00	4.25%	DRAW	\$75.99	
2010	3.25	1.00	4.25%	DRAW	\$75.99	
2011	3.25	1.00	4.25%	DRAW	\$75.99	
2012	3.25	1.00	4.25%	DRAW	\$75.99	
2013	3.25	1.00	4.25%	DRAW	\$75.99	
2014	3.25	1.00	4.25%	DRAW	\$75.99	
2015	3.25	1.00	4.25%	DRAW	\$75.99	
2016	3.50	1.00	4.50%	DRAW	\$76.63	
2017	3.75	1.00	4.75%	DRAW	\$77.18	
2018	4.50	1.00	5.50%	DRAW	\$78.60	
2019	5.50	1.00	6.50%	DRAW	\$80.15	
2020	4.75	1.00	5.75%	DRAW	\$79.26	
2021	3.25	1.00	4.25%	DRAW	\$78.05	
2022	3.25	1.00	4.25%	DRAW	\$78.05	

⁽¹⁾ This represents a margin (which we have recently used).

The cost of any title insurance and/or any mortgage recording tax shall be based on the maximum amount of the credit line available to you, whether advanced or not. IF YOUR LOAN WILL BE SECURED BY A JUNIOR LIEN MORTGAGE, YOU SHOULD CHECK WITH YOUR LEGAL ADVISOR AND WITH OTHER MORTGAGE LIEN HOLDERS AS TO WHETHER ANY PRIOR LIENS CONTAIN ACCELERATION CLAUSES WHICH WOULD BE ACTIVATED BY A JUNIOR ENCUMBRANCE.