M&T Bank

REQUEST FOR FUNDS TRANSFER PAYMENT ORDER

Cost Center Number: 1310
Cost Center Name: LONG ISLAND CITY - BBC
Employee Name: Kaczor, Max

Date: 08/26/2025

Requester Information

Requester Name	WILLIAM HARRY SCHULDEN 3RD
Account Title	
Account Number	9872679908

Transaction Information

Wire Amount	$4,950.00
Wire Type	Domestic
Currency	USD
Reference Information	W41H WILLIAM HARRY SCHULDEN III FIRST MONTH RENT

Recipient Information

Account Number	1085786851
Account Title & Address	AMERICAN COPPER BUILDING LLC PNC BANK N.A. 249 FIFTH AVE PITTSBURGH, PA 15222
Intermediary Bank	
Intermediary Bank Routing (ABA) Number (if applicable)	
Recipient Bank Name	PNC BANK, NATIONAL ASSOCIATION
Recipient Bank Routing (ABA) Number	043000096

By signing below, I hereby acknowledge and agree: (i) that I have carefully reviewed the above information in this Request for Funds Transfer ("**Request**") and that such information accurately reflects my instructions to M&T to initiate the funds transfer, (ii) to the In-Person Funds Transfer Agreement ("**FTA**") provided to me (a copy of which I have received), (iii) that if such funds transfer is a Remittance Transfer as defined in the FTA (i.e., a wire transfer requested by a consumer to a recipient in a foreign country), I have received and reviewed the Combined Disclosure/Receipt Disclosure provided to me; and (iv) that I authorize M&T to process the funds transfer in accordance with the instructions set forth in this Request and, if applicable, the Combined Disclosure/Receipt Disclosure.

William Schulden

Print Name of Account Owner/Authorized Signer

Signature of Account Owner/Authorized Signer

Title

RET0112193 (DV02.24)

M&T Bank

REQUEST FOR FUNDS TRANSFER PAYMENT ORDER

Cost Center Number: 1310
Cost Center Name: LONG ISLAND CITY - BBC
Employee Name: Kaczor, Max

Date: 08/26/2025

Requester Information	
Requester Name	WILLIAM HARRY SCHULDEN 3RD
Account Title	
Account Number	9872679908
Transaction Information	
Wire Amount	$4,950.00
Wire Type	Domestic
Currency	USD
Reference Information	W41H WILLIAM HARRY SCHULDEN III SECURITY DEPOSIT
Recipient Information	
Account Number	1504156113
Account Title & Address	AMERICAN COPPER BUILDING LLC SD 360 HAMILTON AVE 5TH FLOOR WHITE PLAINS NY 10601
Intermediary Bank	
Intermediary Bank Routing (ABA) Number (if applicable)	
Recipient Bank Name	FLAGSTAR BANK, NA
Recipient Bank Routing (ABA) Number	026013576

By signing below, I hereby acknowledge and agree: (i) that I have carefully reviewed the above information in this Request for Funds Transfer ("**Request**") and that such information accurately reflects my instructions to M&T to initiate the funds transfer, (ii) to the In-Person Funds Transfer Agreement ("**FTA**") provided to me (a copy of which I have received), (iii) that if such funds transfer is a Remittance Transfer as defined in the FTA (i.e., a wire transfer requested by a consumer to a recipient in a foreign country), I have received and reviewed the Combined Disclosure/Receipt Disclosure provided to me; and (iv) that I authorize M&T to process the funds transfer in accordance with the instructions set forth in this Request and, if applicable, the Combined Disclosure/Receipt Disclosure.

William Schulden	William Schulden	
Print Name of Account Owner/Authorized Signer	Signature of Account Owner/Authorized Signer	Title

RET0112193 (DV02.24)

M&T Bank

M&T BANK
IN-PERSON FUNDS TRANSFER AGREEMENT
(USD funds transfers)

The customer ("**Customer**") named on page one of the attached Request for Funds Transfer ("**Request**") and M&T Bank ("**M&T**") agree to the following terms and conditions:

1. Definitions. Capitalized terms are defined in this Agreement and the following terms have the following meanings: "**Account**" means any account of Customer with M&T. "**Agreement**" means this FTA and the attached Request (and any other future Payment Order as described in Section 2 below). "**Business Day**" means Monday through Friday, but excluding Federal holidays and other days that M&T is legally permitted to be closed. "**Consumer Account**" refers to an account opened by a Customer who is a natural person and established primarily for personal, family or household purposes. "**Correspondent**" means any intermediary or recipient institution, agent or sub-agent thereof, payment network or other third party involved in the transmission and/or receipt of a Funds Transfer. "**Foreign Funds Transfer**" means a Funds Transfer associated with that Foreign Payment Order. "**Foreign Payment Order**" means any Payment Order that designates a recipient, recipient institution or other institution located outside of the United States of America. "FTA" means this In-Person Funds Transfer Agreement. "**Funds Transfer**" means a wire transfer from Customer's Account to an account at another institution. "**Payment Order**" means an instruction to initiate a Funds Transfer (including, the attached Request). "**Remittance Transfer Laws**" means the Electronic Fund Transfer Act as amended by Section 1073 of the Dodd – Frank Wall Street Reform and Consumer Protections Act and the Bureau of Consumer Financial Protection Regulation E (Subpart B – Remittance Transfers) as the same may be amended from time to time. "**Remittance Transfer**" has the meaning given to that term in the Remittance Transfer Laws (i.e., a Funds Transfer requested from a Consumer Account to a recipient in a foreign country). "UCC-4A" means, with respect to any jurisdiction, Uniform Commercial Code Article 4A - Funds Transfers. "**Representative**" of a Customer in respect of an Account under the Agreement includes any individual that, from time to time, is: (i) an owner of that Account, (ii) an authorized signer of that Account, (iii) Customer's attorney-in-fact and (vi) any other person authorized by Customer to initiate Funds Transfers from Customer's Account, and any assigns and successors of any such representatives. "**USD**" means United States Dollar.

2. Application of Agreement. This FTA shall apply to the Payment Order described on the attached Request (and the associated Funds Transfer). In addition, this FTA shall apply to any future Payment Order delivered to M&T in-person at a M&T branch purportedly from Customer (and the associated Funds Transfers), unless and until a different funds transfer/wire agreement is agreed in writing between Customer and M&T for such Payment Order. M&T's acceptance and processing of such Payment Orders (and associated Funds Transfers) is subject to the terms and conditions of this FTA.

3. Remittance Transfers.

(a) As noted throughout this FTA, in some cases, different rules apply to Remittance Transfers. Under the Remittance Transfer Laws, Customer has certain rights and remedies with respect to Funds Transfers that are Remittance Transfers. In addition, except to the extent inconsistent with the Remittance Transfer Laws, (i) all other rights, remedies, obligations and liabilities of the parties with respect to Remittance Transfers are governed by UCC-4A (as varied by this Agreement) and (ii) as between M&T and Customer, UCC-4A shall apply to all Funds Transfers executed under this Agreement (including Remittance Transfers) notwithstanding §4A-108 of UCC-4A, as enacted in any jurisdiction.

(b) To the extent any provision of this Agreement (or the Deposit Account Agreement) conflicts with the Remittance Transfer Laws and cannot be varied by agreement of the parties, the Remittance Transfer Laws will control, but the remaining provisions of this Agreement (and the Deposit Account Agreement) will continue to apply. To the extent any provision of the Agreement (or Deposit Account Agreement) conflicts with any disclosure required to be provided to Customer in connection with a Remittance Transfer (e.g., a prepayment, receipt or combined disclosure that M&T provides to Customer), the provisions of such disclosure will control.

4. Security Procedures. The following security procedures apply to the authentication of any Payment Order delivered to M&T under this Agreement (collectively, the "**Security Procedures**"): M&T will review the name of the person purporting to sign the Payment Order delivered to M&T to verify that such person's name appears to be, according to M&T's records, the same as the name of a Representative. M&T shall then review the person's government issued identification to verify that the name and signature of the person on such government issued identification appears to be, according to such identification, the same as the name and signature on the Payment Order delivered to M&T. Other than as described above, M&T will have no duty to verify that the person who purportedly provided the Payment Order to M&T actually did so, or that the amount of any Funds Transfer or account information is correct. Customer acknowledges and agrees that, given Customer's particular circumstances, including the nature of Customer's business, the size, type and frequency of Customer's Payment Orders, transactions and files, Customer's internal procedures and systems, the alternative security procedures offered by M&T and the security procedures in general use by other customers and banks similarly situated, the Security Procedures are a commercially reasonable method of providing security against unauthorized Payment Orders. M&T may, in its sole discretion, but without obligation of any kind, use any other additional security options to help verify the authenticity of a Payment Order; provided that, regardless of whether M&T implements or requires any additional options, Customer agrees that the Security Procedures described in this Section 4 above are commercially reasonable for verifying the authenticity of a Payment Order.

5. Other Methods. M&T hereby advises Customer that Funds Transfers can be initiated by Customer through other methods offered by M&T, including through M&T's Payment Services Department (Wire Room) and, for non-consumer customers, electronic platforms (e.g., WebInfoPLU$) which, among other things, may use token devices or other security procedures requiring additional authentication for Payment Orders. Customer has chosen to use the in-person method of initiating the Funds Transfer as described in this Agreement. Customer has refused to use the security procedures associated with those other methods.

6. Binding Effect. M&T is authorized to execute, and Customer expressly agrees to be bound by, any Payment Order (and associated Funds Transfer), whether or not authorized, issued in Customer's name that is accepted by M&T in accordance with the Security Procedures, and to debit the Account for the amount of the requested Payment Order. Notwithstanding anything else in this Agreement or otherwise, Customer is responsible for any Payment Order (and associated Funds Transfer) that is actually authorized by or on behalf of Customer, whether or not the Security Procedures were followed.

7. Security Procedures Do Not Detect Errors. The Security Procedures are not designed to, and do not, detect errors in the transmission or content of any Payment Order purportedly provided to M&T from Customer. M&T shall not be responsible for detecting an error in any Payment Order, regardless of whether Customer believes that the error was apparent, and M&T shall not be liable for any failure to detect an error (unless the Payment Order is for a Remittance Transfer and, then, only to the extent, if at all, required by the Remittance Transfer Laws).

8. Customer Security and Errors. Customer shall promptly review the periodic Account statement and/or any other notice or confirmation reflecting the Funds Transfer that is provided to Customer. Further:

(a) <u>Funds Transfers (other than Remittance Transfers)</u> – For any Funds Transfer that is not a Remittance Transfer, Customer shall promptly (and, in any event, within the time frames set forth in the Deposit Account Agreement) notify M&T of any known or suspected unauthorized, erroneous or erroneously executed transaction or reconciliation discrepancy. M&T's acceptance and processing of Payment Orders (and associated Funds Transfers) is subject to the terms and conditions contained in the Agreement.

(b) <u>Remittance Transfers</u> – In accordance with the Remittance Transfer Laws, Customer must notify M&T (in writing or orally) of any Error (as defined in the Remittance Transfer Laws) ("**Error**") relating to a Remittance Transfer no later than 180 days after the date of availability of the Remittance Transfer as disclosed by M&T in the Combined Disclosure/Receipt Disclosure provided to Customer (or, if the notice of Error is based on documentation, additional information, or clarification that Customer previously requested under the Remittance Transfer Laws, the later of such 180 day period or 60 days after M&T sends to Customer such documentation, information or clarification). The notice that Customer provides to M&T must contain all information as required by the Remittance Transfer Laws. Customer understands that if it does not provide to M&T notification of the Error as required by the Remittance Transfer Laws, it is not entitled to the benefit of the error resolution procedures under the Remittance Transfer Laws. If, following notification of an Error in accordance with the Remittance Transfer Laws, M&T determines that an Error has occurred, M&T shall remedy the Error in accordance with the Remittance Transfer Laws. Customer's sole recourse and remedy for any Error shall be the remedies for customers described within the Remittance Transfer Laws.

9. Notice of Reliance on Numbers (Not Names). Customer should carefully review and verify all instructions and information regarding its Payment Order, including the account number of the person or entity to whom Customer is sending the Funds Transfer (i.e., the designated recipient) and the unique identifier associated with the recipient institution (i.e., the recipient institution identifier). It is important that all such information is complete and accurate. In executing a Payment Order, M&T and each Correspondent will be entitled to rely exclusively on the recipient account number and recipient institution identifier provided in the Payment Order (notwithstanding that such numbers may not match the name of the recipient or recipient institution). If Customer provides M&T with an incorrect recipient account number or recipient institution identifier, the Funds Transfer may be deposited into an account of someone other than Customer's intended designated recipient. Subject to the Remittance Transfer Laws, Customer shall be solely liable for the amount that M&T transfers to any recipient account number provided in the Payment Order. IF CUSTOMER PROVIDES AN INCORRECT ACCOUNT NUMBER OR RECIPIENT INSTITUTION IDENTIFIER, CUSTOMER COULD LOSE THE PAYMENT ORDER AMOUNT.

10. Cut-Off Time. Subject to M&T's rights elsewhere in this Agreement, M&T will use reasonable efforts to accept and execute a Payment Order on the Business Day on which it is received, provided it is received before M&T's relevant cut-off deadline (from time to time) for delivery of Payment Orders.

11. Subject to Funds Availability. M&T has no duty to execute a Payment Order for an amount in excess of the available balance in the Account, although M&T reserves its right to do so. If M&T elects to execute a Funds Transfer, Customer will be liable for any overdraft fee and interest for each Funds Transfer presented against unavailable funds.

12. Request for an Amendment or Cancellation.

(a) <u>Funds Transfers (other than Remittance Transfers)</u> - Once Customer provides to M&T a Payment Order (other than for a Remittance Transfer), Customer cannot cancel or amend the Payment Order. If Customer requests a cancellation or amendment, M&T may assist Customer in attempting to so cancel or amend the Payment Order, however, M&T has no duty to do so, M&T makes no representation or warranty as to its ability to do so, and Customer will bear the cost of any and all taxes, fees and expenses incurred in connection with any attempted or actual cancellation or amendment (which expenses may be debited from Customer's Account and/or deducted from the Payment Order amount). M&T shall not be liable for any loss arising in connection with any failure to cancel or amend a Payment Order after it is provided to M&T. Section 15 below will apply in respect of any returned Funds Transfer amount following a requested cancellation.

(b) Remittance Transfers – In accordance with the Remittance Transfer Laws, Customer is entitled to cancel a Payment Order for a Remittance Transfer by giving to M&T an oral or written request to cancel no later than 30 minutes after Customer makes payment (i.e., after Customer authorizes payment) for the Remittance Transfer. Such request to cancel must contain all information required by the Remittance Transfer Laws. As a result, M&T will not send a Remittance Transfer until at least 30 minutes after Customer authorizes payment of the Remittance Transfer. Except for such cancellation right, Customer cannot otherwise cancel or amend a Payment Order for a Remittance Transfer (and if Customer requests such cancellation or amendment after such 30 minute period, Section 12(a) above applies).

13. Right to Reject. M&T may reject a requested Payment Order for any reason in its sole discretion and without prior notice, including if M&T doubts its authorization, contents, origination or compliance with, or completion of, the Security Procedures.

14. Payment Networks, Correspondents and Funds Transfer System Rules. M&T may execute a Funds Transfer using any payment network, Correspondent or route as M&T determines is appropriate in its sole discretion. M&T has no obligation to use a particular payment network, Correspondent or route, even if requested by Customer. M&T may use any Correspondent without regard to the Other Charges that may be charged by such Correspondent. M&T's ability to execute a Funds Transfer is subject to the funds transfer system rules and by the funds transfer system capabilities of each Correspondent. Notice of receipt by the recipient of the Funds Transfer in any form, if received by M&T from any other Correspondent, shall be conclusive proof of payment to the recipient. Once the Funds Transfer is accepted by another Correspondent, it is that Correspondent's responsibility to pay the funds to the recipient and complete the Funds Transfer, and M&T will no longer have any control over the funds.

15. Return of Funds Transfer. This Section 15 applies if the Funds Transfer amount is returned to M&T for any reason, including, as a result of Customer requesting cancellation of the Payment Order or a Correspondent rejecting or returning the Funds Transfer. This provision applies to the extent permitted by the Remittance Transfer Laws. If the Funds Transfer amount has not been paid to the recipient and M&T has received, in full, the Funds Transfer amount, then M&T will refund to Customer the face amount of the Funds Transfer less M&T's fees and expenses as well as any fees, expenses and taxes of its Correspondent and any US or foreign government agencies, as the case may be. When any funds to be refunded to Customer are in a foreign currency, M&T will, in its sole discretion, (i) remit USD at M&T's buying rate for such currency after the date of refund of the funds to M&T, or (ii) hold such foreign currency for the account and sole risk of Customer. In no event shall M&T be under any obligation to make any refund to Customer on account of a Funds Transfer when the funds have not been returned in full to M&T.

16. Accounting Corrections. M&T reserves the right to reverse any erroneous credit or debit to an Account and to reverse any provisional credit or debit that cannot be confirmed as final.

17. Disclosure of Information. M&T may report or make information available to regulatory agencies or third parties concerning any Funds Transfer or Payment Order as M&T reasonably believes is necessary or appropriate.

18. Deposit Account Agreement. Customer's use of its Account (including Funds Transfer services) is subject to the applicable M&T deposit account agreement and other M&T fees, terms and conditions relating to such Accounts in effect from time to time (together, the "**Deposit Account Agreement**"). Customer hereby represents that it has read and understood the Deposit Account Agreement. Customer may, at any time, request that M&T provide to it a copy of the Deposit Account Agreement.

19. No Other Representations. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, M&T MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES DESCRIBED IN THIS AGREEMENT.

20. Compliance with Laws. Customer represents and warrants to M&T that all aspects of the transaction in which a Payment Order or Funds Transfer is to be used or relates is in compliance with all applicable laws and regulations.

21. Liability. Notwithstanding anything else in this Agreement, to the extent M&T is held liable for an unauthorized Payment Order under UCC-4A (as modified by this Agreement), M&T shall be liable only to the extent provided by UCC-4A in respect of such unauthorized Payment Order. Except to the extent prohibited by, or contrary to, applicable law or regulation (including UCC-4A and the Remittance Transfer Laws), (i) Customer hereby releases M&T from, and holds M&T harmless and indemnifies M&T from and against, any and all claims, liabilities, demands, costs, expenses (including reasonable attorneys' fees and disbursements), losses or damages of any nature whatsoever arising directly or indirectly from this Agreement or any Payment Order or Funds Transfer, except to the extent of actual losses caused directly by M&T's gross negligence or willful misconduct in performing this Agreement (and M&T shall be conclusively deemed to have exercised such care if M&T has followed the security and other procedures as expressly set forth in this Agreement or if Customer has not followed such procedures) and (ii) M&T's liability and Customer's sole remedy for any and all claims, liabilities, demands, costs, expenses, losses or damages of any nature in connection with this Agreement or any Payment Order or Funds Transfer shall be limited to monetary damages equal to the amount of Funds Transfer service fees that Customer pays to M&T under this Agreement in respect of such claim for liability. In no event shall M&T be liable for any consequential, indirect or special liability, losses or damages (including loss of profits, goodwill and business interruption) in connection with this Agreement or a Payment Order or Funds Transfer. This provision survives the execution date of the Funds Transfer.

22. Force Majeure and Sanctions Screening. To the extent permitted by applicable law or regulation (including UCC-4A and the Remittance Transfer Laws), M&T is not responsible or liable for any error, interruption, delay, or failure in transmission occasioned by any circumstances beyond M&T's reasonable control, including any discrepancies or ambiguity in any Payment Order, funds transfer system unavailability, act of God, act of terrorism, weather, failure of power, other utilities or communication media, strikes, industrial sabotage, war, governmental interference, and error, delay, insolvency or unavailability of other Correspondents. M&T also is not responsible or liable for any delay in processing the Funds Transfer or making funds available to the recipient, including if related to M&T's or another Correspondent's fraud and/or sanctions screening procedures or compliance with the Bank Secrecy Act (31 U.S.C. 5311 et seq.), OFAC requirements or other similar laws or regulatory requirement.

23. Foreign Funds Transfers.

(a) Customer assumes and bears all transactional, sovereign, and other risks incurred in connection with Foreign Payment Orders and Foreign Funds Transfers, including, without limitation, time-zone delays, fluctuation in exchange rates in connection with any return or re-conversion of a Foreign Funds Transfer as described in Section 24 below, and devaluation risks. M&T acts as Customer's agent when transmitting Foreign Funds Transfers, whether by S.W.I.F.T., telex, telegraphic cable, wireless, foreign government telegraphic service, telephone, mail or otherwise.

(b) Foreign Payment Orders (and associated Foreign Funds Transfers) are subject, without limitation, to banking and regulatory practices, laws, rules, regulations and restrictions of (A) foreign governments and foreign payment systems, (B) US government and US payment systems, (C) telecommunications networks and (iii) any Correspondents. M&T may be required to comply with applicable trade restrictions and embargoes as well as currency and exchange regulations and Customer will reimburse M&T for any costs incurred by M&T in assisting with such compliance.

24. Currency. Customer has requested, on the attached Request, that the Payment Order be sent to the recipient in USD currency. M&T has the right to rely on Customer's statement in the Payment Order as to the currency in which it wishes to send the Funds Transfer. If Customer's statement as to such currency is incorrect (e.g., if Customer request that M&T send the Funds Transfer in USD, but the recipient's account is in a different currency) and a Correspondent carries out a currency conversion after M&T sends the Funds Transfer, to the extent permitted by the Remittance Transfer Laws, M&T will not be liable or responsible for any error in the information that M&T provides to Customer concerning the applicable exchange rate and the amount of funds to be received by the recipient. Customer understands that, in such circumstances, a Correspondent may, without limitation, reject the Funds Transfer or convert the Funds Transfer into a currency other than the currency requested by Customer in the Payment Order. If the Correspondent rejects the Funds Transfer and refunds the Funds Transfer amount to M&T, Section 15 above applies. If the Correspondent converts the Funds Transfer into a different currency, the rate of exchange will be a rate determined by the Correspondent, or a rate set by the government of the foreign country, any subdivision thereof, or its central bank, as the case may be, unless the recipient or Customer arranges otherwise directly with the Correspondent.

25. Fees, Taxes and Expenses.

(a) Funds Transfer Service Fees - Customer shall pay M&T's Funds Transfer service fees as in effect from time to time and reimburse M&T for any expenses and/or taxes incurred by M&T in connection with executing a Payment Order or receiving a Funds Transfer. Such fees, expenses and/or taxes may be debited from the Account and/or deducted from the Funds Transfer amount.

(b) Other Charges - In addition, Customer understands and agrees that other fees, charges, foreign exchange commissions, interest, expenses and/or taxes (collectively, "**Other Charges**") may be charged or collected by other Correspondents and US and foreign government agencies in connection with the processing, execution, acceptance, transmission and/or receipt of any Payment Order hereunder. Those Other Charges may vary from time to time, and may be deducted from the principal amount of any Funds Transfer amount, debited from the Account and/or debited from the recipient account. ACCORDINGLY, THE AMOUNT RECEIVED BY THE RECIPIENT OF A PAYMENT ORDER MAY BE LESS THAN THE ORIGINAL PAYMENT ORDER AMOUNT AS A RESULT OF ANY SUCH OTHER CHARGES. With respect to Payment Orders requested by Customer from an Account that is not a Consumer Account, M&T may receive a portion of any such Other Charges, including as a rebate, revenue share, commission, or other payment. Subject to the Remittance Transfer Laws, M&T has no obligation to determine or advise Customer of the amount of those Other Charges, even if M&T has actual knowledge of any Other Charges (or, with respect to a Payment Order requested by Customer from an Account that is not a Consumer Account, receives a portion of any Other Charges). M&T has no obligation to route a Payment Order through any particular Correspondent, and M&T may route a Payment Order through a Correspondent that charges higher Other Charges than those charged by other Correspondents.

26. No Course of Dealing. M&T is under no obligation to accept a Payment Order and M&T's acceptance of a Payment Order, and its execution of the associated Funds Transfer, shall not create, or be construed to establish, a course of dealing in any way obligating M&T to accept any other Payment Orders using the method described in this Agreement.

27. Representation. The person executing the Request on behalf of Customer hereby certifies that he or she is duly authorized to execute and deliver the Request to M&T, and to bind Customer to this Agreement.

28. Inconsistency with Other FTAs. To the extent that this Agreement is inconsistent with the terms and conditions of any other funds transfer or wire agreement entered into between M&T and Customer that allows such Customer to initiate wires in-person at a M&T branch, the terms and conditions of this Agreement shall control in regard to the Request attached hereto and any other Payment Order (and associated Funds Transfer) under this Agreement.

29. Miscellaneous. This Agreement (and the Deposit Account Agreement) constitute the entire agreement between the parties in relation to their subject matter and supersede any prior or contemporaneous written or oral agreement, understanding, arrangement, communication or representation between the parties with respect to the subject matter of this Agreement. No amendment to this Agreement shall be effective unless it is approved in writing by M&T. This Agreement shall be governed by (i) the laws of New York State (without reference to its principles of conflict of laws), (ii) applicable federal law and regulations and (iii) such funds transfer system rules and international conventions as may not be modified by private agreement or by State law. In any action or other legal proceeding relating to this Agreement, Customer consents to the jurisdiction of any State or federal court located in the State where Customer maintains its principal Account, even if the action or legal proceeding relates to a transaction that involves a Funds Transfer to or from an Account Customer maintains with M&T elsewhere. Without limiting Section 8 above, any action or proceeding by Customer to enforce any obligation, duty or right under this Agreement must be commenced within one year from the date that such cause of action accrues. Any provision of this Agreement that is determined by a court of final jurisdiction to be unenforceable shall be deemed amended to the extent necessary to be consistent with any applicable law and the remaining provisions shall remain in effect. No failure, partial exercise or delay by M&T in exercising any of its rights or remedies shall constitute a waiver of any of them or require notice for subsequent exercise at any time of any of M&T's rights or remedies. In no event shall this Agreement be construed more strongly against one party solely because such party acted as the primary drafter hereof. This Agreement shall, for all purposes, be presumed to have been jointly prepared and drafted. **M&T AND CUSTOMER IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT.**