



**AMENDMENT TO CORRESPONDENT SERVICES AGREEMENT
(1LINKSK SERVICES)**

THIS AMENDMENT TO CORRESPONDENT SERVICES AGREEMENT is dated as of _____ (the "Amendment"), between _____, having its principal place of business at _____ ("Institution" or "Member") and Federal Home Loan Bank of New York, having a place of business at 101 Park Avenue, 5th Floor, New York, NY 10178-0599 ("Bank").

WHEREAS, the Member and the Bank have previously entered into that certain Correspondent Services Agreement, as amended from time to time, governing the provision of correspondent services by the Bank ("Agreement"); and

WHEREAS, Bank and Member desire to amend the Agreement to provide, among other things, for the use by Member of certain electronic services referred to herein as the "1LinkSK System" (described below) to be made available by Bank pursuant to the terms of the Amendment; and

WHEREAS, the Bank has entered into one or more agreements with Citibank, N.A. ("Custodial Services Provider") for the purpose of enabling and facilitating the provision of the 1LinkSK System;

NOW THEREFORE, in consideration of the mutual understandings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Member hereby agree to amend the Agreement as follows:

1. Except as otherwise expressly set forth in this Amendment, capitalized terms used herein shall have the meanings set forth in the Agreement.
2. The term "Member", as used in the Agreement, shall be deemed to mean "Institution", as defined in the Agreement and/or this Amendment.
3. ARTICLE I ("DEFINITIONS") of the Agreement is hereby amended as follows:

- a. SECTION 1.01 ("Correspondent Services") is hereby amended to read as follows:

SECTION 1.01 **Correspondent Services.** Correspondent Services means the services offered from time to time by Bank to Member that may include, but are not limited to, Safekeeping Services, Settlement Services, Item Processing Services, 1Link System Services, and the 1LinkSK System.

- b. SECTION 1.08 is hereby amended to read as follows:

SECTION 1.08 **1Link System and 1LinkSK System.** 1Link and 1LinkSK System mean the current versions of remote site account access systems offered by Bank to its qualifying customers from time to time, as determined by Bank in Bank's sole and absolute discretion.

- c. SECTION 1.09 is hereby amended to read as follows:

SECTION 1.09 **1Link System and 1LinkSK System Procedures.** 1Link and 1LinkSK System Procedures means the procedures included in the Bank's Correspondent Services Manual, as the same may be amended from time to time by Bank, which collectively shall: (i) govern all aspects of Member's use of the 1Link and 1LinkSK System; (ii) establish Member's and Bank's respective obligations and undertakings in connection with the 1Link and 1LinkSK System; and (iii) limit Bank's liability in connection with Member's use of the 1Link and 1LinkSK System.

- d. SECTION 1.10 is hereby amended to read as follows:

SECTION 1.10 **1Link System and 1LinkSK System Services.** 1Link System and 1LinkSK System Services means the services offered by Bank, from time to time, to qualifying customers relating to the 1Link and 1LinkSK Systems, as more fully set forth in the 1Link System and 1LinkSK System Procedures. These include, but are not limited to, book transfers, wire transfers, advances and safekeeping.

- e. SECTION 1.11 is hereby amended to read as follows:

SECTION 1.11 **Security Access Tools.** Security Access Tools means the security, authorization and/or access devices, codes and/or tools required for authorized employees (as defined in the Correspondent Services Manual) of Member to access the 1Link System and 1LinkSK Systems; such devices or tools may include, but are not necessarily limited to, Member identification codes, Member passwords, employee identification codes, employee passwords, digital certificates, and security tokens, all as more fully set forth in the Correspondent Services Manual. The Member covenants to maintain reasonable precautions to safeguard user access identifications and login information and obligations to comply with any security requirements prescribed from time to time by the Bank. Member further agrees to notify the Bank immediately if it knows or has reasonable grounds to suspect that an unauthorized person has or has had unauthorized access to the 1Link System or 1LinkSK System. The Bank reserves the right to temporarily or permanently restrict or suspend the Member's use of the 1Link System or 1LinkSK System in the event that an unauthorized person has gained access to the Member's data or its Security Access Tools, or if the Member has failed to comply with any security requirements prescribed from time to time by the Bank.

4. ARTICLE V ("STANDARD OF CARE AND DAMAGES") of the Agreement is hereby amended as follows:

- a. The fourth major clause of SECTION 5.01 ("Standard of Care"), beginning with "Where unauthorized" is hereby amended as follows:

"Where unauthorized, negligent or fraudulent use of the 1Link System or the 1LinkSK System contributed to the loss or cost, provided that access to the 1Link System or the 1LinkSK System was achieved using Security Access Tools;"

- b. SECTION 5.01 ("Standard of Care") is amended, by adding at the end of the final paragraph:

Member shall notify the Bank in writing if it suspects or becomes aware that any transfer may violate regulatory requirements pertaining to any of the foregoing, or may constitute the proceeds of illegal activities.

5. ARTICLE VII ("SECURITIES SAFEKEEPING") of the Agreement is hereby amended as follows:

- a. SECTION 7.01 ("Authorization for Securities Safekeeping") is hereby amended to read as follows:

SECTION 7.01 **Authorization for Securities Safekeeping.** Member hereby authorizes Bank to effect, or to arrange for, the holding, receipt, delivery, or other disposition of securities in accordance with instructions Bank receives or has received from Member, whether before or after the date of this Agreement. The Bank agrees to comply with any "entitlement order" originated by the Member and relating to the Member's account or any financial asset, subject to the terms of this Agreement, the Advances, Collateral Pledge and Security Agreement previously executed by the Member and the Bank, and any Securities Account Control Agreement executed by the Member, the Bank, and the Custodial Services Provider. In order to provide such services, Bank may designate one or more commercial banks, trust companies, or other financial institutions to provide such services or to retain physical custody of such securities on behalf of Member. Except as otherwise specified in writing by Member, Bank, or such designated institution, may deposit or maintain any such securities in book entry form in a centralized securities depository system or other system approved by Bank ("Securities System").

- b. SECTION 7.06 (“Bank’s Standard of Care”) is hereby amended to read as follows:

SECTION 7.06 **Bank’s Standard of Care.** Bank will not be responsible for failure to execute or for a mistake in the execution of instructions of Member, nor for failure to provide or for a mistake in providing securities safekeeping services hereunder, unless such failure or mistake arises out of gross negligence or willful and wanton misconduct by Bank. Bank’s liability for any loss or damage suffered by Member or third persons arising from any acts or omissions of any financial institution with which it contracts for the provision of services under this Article, including the Custodial Services Provider, will not exceed the aggregate amount, if any, that Bank actually recovers from such financial institution or its successors in interest for such loss or damage. Bank and its Custodial Services Provider shall be entitled to rely on instructions furnished to Bank by Member, in accordance with the procedures and requirements set forth in the Correspondent Services Manual, and shall not be liable for failure to execute instructions which are not in compliance with such procedures and requirements or if it reasonably doubts the contents, authorization, or origination of any instruction. The Bank shall not be responsible or liable for verifying the contents of any instructions or data received from the member. Should the Bank elect to verify such instructions or data in any particular instance, it shall not be deemed to have incurred any obligation to do so in the future, or to have waived its rights hereunder. Bank will not be responsible for the genuineness of any securities deposited with Bank by Member and maintained in the form deposited. Bank will not be liable to Member as a result of Bank’s failure to provide any confirmation or periodic report in a timely manner or as a result of the inadequacy of, or errors in, any confirmation or report. Bank will have no duty of inquiry or otherwise with respect to the nature or ownership of any securities held, received, delivered, or otherwise disposed of hereunder, or with respect to Member’s authority under federal or state laws or regulations to undertake any securities transaction, nor will Bank be deemed to have made any determination as to the propriety or suitability of any securities transaction effected pursuant to Member’s instructions. In the event Member conducts Safekeeping Services for its customers, Bank will not be responsible for Member’s failure to screen third party settlement instructions against the OFAC list before transmitting said instructions to the Bank. Safekeeping services and accounts are not bank deposits or insured by the FDIC or any other entity, and are subject to investment risks, including possible loss of principal amount invested

- c. SECTION 7.07 (“Damages”) is hereby amended to read as follows:

SECTION 7.07 **Damages** In no event will Bank be liable for consequential damages or other losses or damages. With regard to services related to 1LinkSK System, the Member is prohibited from recovering from the Bank, or the Bank’s affiliates or subcontractors, including the Custodial Services Provider, special or punitive damages, indirect or consequential loss or damage, loss of business or business opportunity, loss of revenue, loss of profits, loss of anticipated savings, loss of goodwill and loss or corruption of data, whether arising from negligence or under any indemnity or otherwise. This Agreement does not create any relationship, contractual or otherwise, between the Member and such Custodial Services Provider.

The Member acknowledges that the security of transmissions over the Internet can never be guaranteed and that the Bank shall not be responsible for: the Member’s continued access to the Internet, any interception or interruption of any communications through the Internet, or changes to or losses of data through the Internet. Member acknowledges that the Bank’s Custodial Services Provider may suspend access to the 1Link System or 1LinkSK System if it suspects a breach of security, whether that breach relates to the Member’s data or to data of other users.

Member further acknowledges and accepts the “Terms and Conditions” annexed hereto as Exhibit A and incorporated by reference herein with respect to Member’s employees’ consent to the 1LinkSK System click-through agreement.

- d. SECTION 7.08 (“Force Majeure”) is hereby amended to read as follows:

SECTION 7.08 **Force Majeure.** Force Majeure Events are events beyond the reasonable control of the party which occur after the date of signing of this Agreement, which could not have been averted by taking reasonable precautions against their occurrence or the harm done thereby, and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the party concerned. Force Majeure Events shall include (without being

limited to) war; acts of God; acts of government; acts of terrorism, natural disasters; fire and explosions; labor disputes (to the extent that the event is not caused by the employees of the party claiming relief); fraud or forgery (other than on the part of the party seeking relief from its obligations); computer viruses, bombs, worms or other malicious codes; inability to obtain or the interruption of communication facilities or the failure of or the effect of rules or operations of any funds transfer system; and any event (including any act or omission of any third party, including the Custodial Services Provider) which is not listed above and which is beyond its reasonable control.

- e. A new SECTION 7.09 ("Member Responsibilities") is hereby added as follows:

SECTION 7.09 **Member Responsibilities**: The terms and conditions between the Bank and the Member shall include:

The Member shall use the 1LinkSK System in accordance with this Amendment and the user documentation provided by the Bank's Custodial Services Provider, and agrees that Bank's Custodial Services Provider: (i) may monitor use of the 1LinkSK System by the Bank's Members to review compliance by the Member with this Agreement; and for auditing and customer service purposes; (ii) may store, copy and use Member data in connection with performing its obligations to the Bank and with activities reasonably related to its performance of managing Member's accounts; (iii) is authorized to receive the Member data, and to process that data in any way in connection with the provision of the services and activities reasonably related to the 1LinkSK System, including for statistical and risk analysis purposes; and (iv) may transfer the Member data to its affiliates and subcontractors, who may process that Member data in connection with the provision of the services and activities reasonably related to the 1LinkSK System, including for statistical and risk analysis purposes. The Member acknowledges that use of the 1LinkSK System other than in accordance with this Agreement and the user documentation provided by the Bank's Custodial Services Provider may require corrective measures, including temporary or permanent restriction of access to such system.

The Bank shall, where reasonably practicable, give the Member reasonable notice of any downtime; the Bank shall not be liable for any failure to provide the 1LinkSK System services as a result of any planned or scheduled downtime which is required: (i) for the purposes of maintaining or developing the 1LinkSK System; (ii) to meet any requirements of applicable law; or (iii) to address security issues.

The Member shall not reverse-engineer, decompile, or disassemble any part of the 1LinkSK System to which it is given access in connection with this Agreement, nor shall the Member access or generate corresponding higher level code, access the logic intrinsic thereto, or aid or permit any other person to do so in relation to the 1LinkSK System. The Member shall not: (i) engage in illegal or unlawful activities through the 1LinkSK System, which shall include gaining unauthorized access to other computer systems and the transfer, via the System, of fraudulent, defamatory, infringing, obscene, or indecent material; (ii) obtain or attempt to obtain access, through whatever means, to areas of the 1LinkSK System, which are restricted or confidential; or (iii) otherwise interfere with or disrupt the 1LinkSK System or any network or website which may be connected to the System.

- f. Current SECTION 7.09 "Application of this Article" is hereby renumbered "SECTION 7.10."

IN WITNESS WHEREOF, Member and Bank have caused this Amendment to be signed in their respective names by their respective duly authorized officers as of the date first above mentioned.

(Name of Member or Institution)

FEDERAL HOME LOAN BANK OF NEW YORK

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

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Service Provider(s): Citigroup Inc. and its affiliates.

Designated to Receive Notification of Claimed Infringement:

Name: General Counsel

Address: Federal Home Loan Bank of New York
101 Park Avenue, 5th Floor
New York, NY 10178-0599
Telephone: 212-441-6822
FAX: 212-949-2007

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