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Thank you for your interest in becoming a member of the Federal Home Loan Bank of New York. In order to process your application as quickly as possible, please be sure to complete the following:

- All required forms in this package, including the **Global Authorization Form** and **Enrollment Package** listed in the Additional Required Forms section; and
- all applicable items listed in the **Membership Application Checklist** on [HLB/APP-001](#)

Fill out forms electronically using Adobe Acrobat Reader or print clearly in ink. You may print out the entire form package at once by going to File > Print, or you can print forms individually as you complete them by clicking the  icon next to each form.

When you have completed the forms and all required documents, please print out, sign where indicated, and mail to the addresses below.

Membership Application Forms:	Global Authorization Form (GAF):	Enrollment Package:
Alex Sornoza Federal Home Loan Bank of New York 101 Park Avenue, 5 th Floor New York, NY 10178	Michael Desiderio Federal Home Loan Bank of New York 101 Park Avenue, 5 th Floor New York, NY 10178	Collateral Services Group Federal Home Loan Bank of New York 30 Montgomery Street, 3 rd Floor Jersey City, NJ 07302

Membership Application Forms

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Additional Required Forms

HLB-106 – Global Authorization Form (GAF)..... <i>(A minimum of three GAF forms are required, but fill out as many forms as necessary)</i>	Link
Enrollment Package for pledging mortgage loans as collateral..... <i>(Contains information about enrollment in the FHLBNY File Transfer Service)</i>	Link

If the Federal Home Loan Bank of New York denies a fully and properly completed application for membership, that membership applicant has the ability to file a written appeal of the decision with the Federal Housing Finance Agency within 90 calendar days of the decision.



MEMBERSHIP APPLICATION CHECKLIST

Legal Name of the Applicant: _____
(as specified in regulatory charter)

Official Home Office Address: _____
(street) (city, state and zip code)

Contact Information: _____
(name, title) (mailing address) same as the Official Home Office Address

(phone number) (fax number) (e-mail address)

Please submit the following documents required for membership application:

1. Original FHLB NY Membership Application.
2. Charter, Organization Certificate or Certificate of Authority and Certificate(s) of Name Change; for state-chartered non-NCUA insured CDFI credit unions, CDFI community development loan and venture capital funds, provide Certificate of Incorporation and CDFI Fund Certification. If the CDFI Fund Certification is more than 3 years old, provide a written statement, on your institution's letterhead, attesting that there have been no material events or occurrences since the date of certification that would adversely affect your strategic direction, mission or business operations.
3. For institutions not filing FFIEC Call Report, provide completed [FHLB NY Preliminary Worksheets](#); for life insurance companies, provide SAP Quarterly and Annual Statements and the latest NAIC authorized control level risk-based capital requirements and ratio; for CDFIs, provide regulatory financial reports.
4. Latest two Audited Financial Statements, if unavailable, CPA conducted Directors' Examination, External Auditors' Review of Financial Statements, External Auditors' Compilation of Financial Statements or Independent Accounts' Report on Applying Agreed-Upon Procedures; Management Letter and Response; holding company Annual Report, Forms 10-K and 10-Q.
5. Response to the Safety and Soundness Examination Report.
6. Community Reinvestment Act Performance Evaluation, if unavailable, informal or preliminary CRA performance evaluation.
7. For institutions not subject to the CRA or those that do not have a satisfactory CRA rating, provide a home financing policy written justification, on your institution's letterhead, detailing specifically how and why your home financing policy is consistent with the FHLB System's housing finance mission, as well as how and why your home financing credit policy and lending practices meet the credit needs of your community.
8. Written notification to primary regulator indicating your institution's intent to join FHLB NY.
9. [FHLB NY Agreements](#) and [Global Authorization Forms](#) (please refer to [HLB-100](#) for a list of required and optional agreements).
10. If your institution intends to process transactions on 1Link, submit a [Security Device Application Form](#) for all individuals requesting 1LinkSM transaction authorization.
11. For institutions intending to pledge mortgages as collateral, submit loan data through [FHLB NY File Transfer Service](#).
12. If your institution's charter approval date is within 3 years of the date FHLB NY receives your Membership Application, provide Business Plan for Charter Application and a makes long-term home mortgage loans written justification, on your institution's letterhead, detailing specifically how your home financing credit policy and lending practices include originating or purchasing home mortgage loans with a term to maturity of 5 years or greater.
13. If your institution involved in a significant merger in the last 6 or next 2 quarters, provide combined regulatory financial reports or pro forma combined financial statements.

Please also submit the following documents to help us understand your needs:

1. Business Plan.
2. Asset/Liability Management and Interest Rate Risk Policy.

MEMBERSHIP APPLICANT PROFILE

LEGAL NAME of the APPLICANT:			OFFICIAL HOME OFFICE ADDRESS:		
OFFICIAL MAILING ADDRESS: <input type="checkbox"/> same as the Official Home Office Address			WEB ADDRESS:		
OFFICIAL PHONE #:		FAX #:	METROPOLITAN STATISTICAL AREA and CODE:		
COUNTY:			CONGRESSIONAL DISTRICT:		
CHARTER TYPE: <input type="checkbox"/> Federal or National <input type="checkbox"/> State			OWNERSHIP TYPE: <input type="checkbox"/> Member Owned <input type="checkbox"/> Mutual <input type="checkbox"/> Stock		
INSTITUTION TYPE: <input type="checkbox"/> Thrift <input type="checkbox"/> Commercial Bank <input type="checkbox"/> Credit Union <input type="checkbox"/> Insurance Company <input type="checkbox"/> Loan Fund <input type="checkbox"/> Venture Capital Fund			INSURANCE TYPE and DATE: <input type="checkbox"/> DIF <input type="checkbox"/> OTHER _____ <input type="checkbox"/> NCUSIF (please specify)		
REGULATOR and DATE of CHARTER APPROVAL:			STATE and DATE of INCORPORATION:		
REGULATOR(S), CHARTER # and CERTIFICATE #:			DATE COMMENCED INITIAL BUSINESS OPERATIONS:		
Is the applicant a member bank of the Federal Reserve System? <input type="checkbox"/> Yes <input type="checkbox"/> No			TOP HOLDING COMPANY (Date and State of Incorporation):		
FEDERAL TAX IDENTIFICATION #:			IMMEDIATE HOLDING COMPANY (Date and State of Incorporation):		
BRANCH OFFICE LOCATIONS (separate sheet if necessary):			DEPOSITORY AFFILIATES (Date and State of Incorporation):		
WHOLLY OWNED SUBSIDIARIES (Date and State of Incorporation, Consolidated Assets, Primary Activities):					
Is there an outstanding enforcement action or a material pending lawsuit against the applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain.					
REGULATOR(S) and DATE of SAFETY & SOUNDNESS EXAM:			REGULATOR and DATE of ON-SITE CRA EXAM:		
What are the required minimum regulatory capital ratios and by whom?			AUDITORS and DATE of EXTERNAL AUDIT:		
Was the applicant a member of the FHLBank System? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when and why withdrew?			Is there a merger/change of holding company in the last 6 or next 2 quarters? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain.		
CEO INFORMATION:		NAME and OFFICIAL TITLE:		CFO INFORMATION:	
				NAME and OFFICIAL TITLE:	
MAILING ADDRESS: <input type="checkbox"/> same as the Official Home Office Address			MAILING ADDRESS: <input type="checkbox"/> same as the Official Home Office Address		
PHONE #:	FAX #:	E-MAIL ADDRESS:		PHONE #:	FAX #:
CORPORATE SECRETARY:		NAME and OFFICIAL TITLE:		Why are you applying for membership? What is your plan for using FHLBNY advances? What type of collateral do you plan to pledge?	
MAILING ADDRESS: <input type="checkbox"/> same as the Official Home Office Address					
PHONE #:	FAX #:	E-MAIL ADDRESS:			

Applicant Name:

COLLATERAL QUESTIONNAIRE FOR MEMBERSHIP APPLICANTS

MORTGAGE LOAN INFORMATION	
DOES YOUR INSTITUTION ORIGINATE MORTGAGE LOANS?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES YOUR INSTITUTION PURCHASE MORTGAGE LOANS?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does your institution use brokers?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are these loans in the name of your institution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide the name of the institution that services the loans:	_____
Please provide the location of the legal files:	_____
Please provide the location of the underwriting files:	_____
DOES YOUR INSTITUTION SERVICE ITS OWN MORTGAGE LOANS?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, what servicing system does your institution use?	_____
If no, please provide the name of the institution that services these loans:	_____

REITS/SUBSIDIARY/AFFILIATES INFORMATION	
DOES YOUR INSTITUTION HAVE ANY REITS?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does your institution plan on pledging though the REIT?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please provide the name of the REIT:	_____
DOES YOUR INSTITUTION HAVE A SUBSIDIARY OR AN AFFILIATE?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please submit a Subsidiary/Affiliate Questionnaire (COL-130) for each.	
Please provide the name of the Subsidiary/Affiliate:	_____
DOES THE SUBSIDIARY OR AFFILIATE INTEND TO PLEDGE ASSETS TO THE FHLBNY?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, upon membership approval, please contact Collateral Operations Officer (201) 356-1085 to discuss the Subsidiary/Affiliate Collateral Pledge and Security Agreement.	
If No, request for a Collateral Assurance Letter (COL-143).	

Applicant Name:

Additional Sheet

Please use this sheet to type in any additional information that could not fit on the previous pages.

Applicant Name:

I certify that I am the duly elected, qualified, and acting Corporate Secretary of the above mentioned Applicant and that, at a regular meeting of its Board of Directors/Trustees or at a special meeting thereof called for that purpose, a quorum being present, a resolution was adopted, and recorded in the minutes as follows:

"BE IT RESOLVED that this institution applies for membership in the Bank that, if approved for membership, it will subscribe and pay for stock therein as provided in the Federal Home Loan Bank Act, as amended, and that it be fully authorized to do business with, and exercise all of the privileges of membership in said Bank as provided in said Act;"

"BE IT FURTHER RESOLVED that the President/CEO and Corporate Secretary be authorized and directed to execute an application as prescribed by the Bank or the Federal Housing Finance Agency and any other papers and documents required in connection therewith, to pay all expenses, and to do all other things necessary or proper in connection with applying for, obtaining, and retaining such membership privileges thereof as the said Board may by regulations prescribe."

I further certify that, pursuant to said resolution, the foregoing application for membership was duly executed and that any information and documents required by the Federal Housing Finance Agency and the Bank are attached or accompany the same, that said information is correct, and said documents are true and correct copies of what the same purport to be.

(Corporate Secretary)

CORPORATE SEAL
{Imprint Here}

I certify that I am an attorney, counsel, or solicitor for the above Applicant and that it is authorized under the laws of the United States and of this State, and under its corporate charter, constitution and bylaws, and by the above resolution to apply for membership in, buy stock, do business with, maintain deposit(s) in, become a member of the Federal Home Loan Bank referred to, and pay the expenses incident to such application; and that the foregoing has been legally done and validly executed to accomplish such purpose.

(Attorney, Counsel, or Solicitor)

Applicant Name:

**CERTIFICATION REGARDING ACCURACY OF APPLICATION
AND CHARACTER OF MANAGEMENT**

I hereby certify to the Federal Home Loan Bank of New York ("Bank"), on behalf of the Board of Directors/Trustees of _____ ("Applicant"), as follows:

- (1) The Applicant has reviewed the requirements of the Federal Housing Finance Agency's ("FHFA") membership regulations ("Regulations") and, as required by the Regulations, has, with respect to the membership application, provided to the best of the Applicant's knowledge the most recent, accurate, and complete information available;
- (2) The Applicant will promptly supplement the membership application with any relevant information that comes to the Applicant's attention prior to the Bank's decision on whether to approve or deny the application, and if the Bank's decision is appealed pursuant to the Regulations, prior to resolution of any appeal by the FHFA;
- (3) Neither the Applicant nor any of its directors/trustees or senior officers is subject to, or operating under, any enforcement action instituted by the Applicant's appropriate regulators;
- (4) Neither the Applicant or any of its directors/trustees or senior officers has been the subject of any criminal, civil, or administrative proceedings reflecting upon creditworthiness, business judgment, or moral turpitude since the most recent regulatory examination report or in the past three years for non-credit union CDFI applicants; and
- (5) There are no known potential criminal, civil, or administrative monetary liabilities, material pending lawsuits, or unsatisfied judgments against the Applicant or any of its directors/trustees or senior officers since the most recent regulatory examination report or within the past three years for non-credit union CDFI applicants that are significant to the Applicant's operations.

Signed By: _____

Print Name: _____

Title: _____

Date: _____

NOTES:

(A) The person, who executes this Certification, must have the authority to act on behalf of the Applicant's Board of Directors/Trustees. By signing above, you are representing to the Bank that you, in fact, have such authority. In the alternate, this Certification may be adopted by the Applicant's Board of Directors/Trustees itself.

(B) If the Applicant determines that the representations in #3, #4, and/or #5 above can only be made subject to certain qualifications, please contact the Bank for further instructions.

Applicant Name:

**MAKES (ORIGINATES OR PURCHASES) LONG-TERM (TERM TO MATURITY >= 5 YEARS)
HOME MORTGAGE LOANS
ASSESSMENT WORKSHEET**

Place an (X) next to all the long-term (term to maturity >= 5 years) home mortgage loans made by the Applicant, including loans originated that will subsequently be sold in the secondary market and those originated through subsidiaries:

Original Maturity	Fixed Rate	Variable Rate	Amortization <small>(Number of Years)</small>
5-year balloon:	_____	_____	_____
7-year balloon:	_____	_____	_____
10-year balloon:	_____	_____	_____
15-year:	_____	_____	_____
30-year:	_____	_____	_____

Please answer the following questions:

1. Does the Applicant originate or purchase first lien 1-4 family mortgage loans with term to maturity >= 5 years?
Yes ____ No ____
2. Does the Applicant originate or purchase first lien multifamily mortgage loans with term to maturity >= 5 years?
Yes ____ No ____
3. Does the Applicant purchase and hold mortgage pass-through securities secured by first lien 1-4 family or multifamily mortgage loans with term to maturity >= 5 years?
Yes ____ No ____

Please describe other home mortgage loans offered by the Applicant.

Applicant Name:

**APPLICATION FOR MEMBERSHIP AND PURCHASE OF CAPITAL STOCK
IN THE FEDERAL HOME LOAN BANK OF NEW YORK**

The Applicant hereby applies for membership in the Bank and, if approved for membership, will purchase _____ shares of capital stock in the par value of \$100 each in the Bank, and agrees to make payment in the amount of \$_____ as payment of said stock and purchase upon approval for Bank membership.

The Applicant is of the opinion that it is eligible to become a member of the Bank, is authorized to purchase and hold capital stock in the Bank, and to maintain deposits there. The Applicant understands that this application must be considered, acted upon, and approved by the Bank before it can become a member of the Bank.

In submitting this application, the Applicant understands and agrees that:

- (1) It will be advised whether or not its application for membership is approved.
- (2) If admitted to membership, it will conform to all requirements of the Federal Home Loan Bank Act, as now or hereafter amended, and to the rules and regulations thereunder.
- (3) In applying for, and if the Applicant is admitted to membership, the Federal Housing Finance Agency and the Bank are authorized to receive any information, examination reports, and other supervisory materials provided by the appropriate Federal or State regulatory authority, or officer exercising supervisory authority over the Applicant regarding the Applicant and its affairs.
- (4) It will not represent itself to be a member of the Bank until it has received notice of approval of membership and has purchased its minimum capital stock requirement.
- (5) During the application and later as member, it will accurately and timely communicate material changes within its organizations to the Bank, including regulatory takeover, voluntary dissolution, charter cancellation, charter conversion and regulator change, insurance type change, mergers and acquisitions, official home office address change, legal name change, corporate headquarters address change, mailing address change, enforcement action, material pending lawsuit against member, holding company changes, establishment of subsidiaries, dissolution of subsidiaries, pledging subsidiary name change, movement of eligible collateral (pledged or not) to subsidiaries, senior management changes, and changes in authorized personnel who have previously been granted permission to request advances and other credit extensions.

Signed By: _____
(Duly Authorized Representative)

Print Name: _____

Title: _____

Date: _____



ADVANCES, COLLATERAL PLEDGE AND SECURITY AGREEMENT

AGREEMENT, dated as of _____, 20__ between _____ having its principal place of business at _____ (“Member”) and Federal Home Loan Bank of New York, having its principal place of business at 101 Park Avenue, Fifth Floor, New York, NY 10178-0599 (“Bank”).

WHEREAS, the Member desires from time to time to borrow funds from the Bank under the terms of this Agreement and the Bank is authorized to make advances to the Member, subject to the provisions of the Federal Home Loan Bank Act, as now and hereafter amended (the “Act”), and the regulations and guidelines of the Federal Home Loan Bank Board now and hereafter in effect (collectively, the “Regulations”); and

WHEREAS, the Bank requires that advances by the Bank be secured pursuant to this Agreement, and the Member agrees to provide such security as requested by the Bank by the means set forth in this Agreement.

NOW THEREFORE, the Member and the Bank agree as follows:

ARTICLE I: DEFINITIONS

Section 1.01 Definitions.

As used herein, the following terms shall have the following meanings:

(A) “Advance Application” means a writing or machine-readable electronic transmission, in such form or forms as shall be specified by the Bank from time to time, by which the Member requests, and which if executed by the Bank shall together with this Agreement evidence the terms of, an Advance.

(B) “Advance” or “Advances” means any and all loans or other extensions of credit heretofore, now or hereafter granted by the Bank to the Member.

(C) “Capital Stock” means all of the capital stock of the Bank and all payments which have been or hereafter are made on account of subscriptions to, and all unpaid dividends, on such capital stock.

(D) “Collateral” means all property, pledged to the Bank pursuant to Section 3.01 hereof.

(E) “Collateral Maintenance Level” means such aggregate Fair Market Value of Qualifying Collateral as is specified in writing by the Bank from time to time as being the Collateral Maintenance Level that the Member is required to maintain hereunder. The Bank may increase or decrease the Collateral Maintenance Level at any time.

(F) “Commitments” means any and all agreements under which the Bank is contractually obligated to make Advances to Member, or payments on behalf of or for the account of the Member, at a future date to or for the benefit of the Member, including without limitation letters of credit, firm commitments, guarantees or other arrangements intended to facilitate transactions between the Member and third parties (but excluding any obligations that the Bank may now or hereafter have to honor items or transfer orders under a Correspondent Services Agreement between the Member and the Bank), and irrespective of whether the Bank’s obligation under such agreement is contingent upon the occurrence or non-occurrence of a condition subsequent.

(G) “Fair Market Value” means the fair market value of Collateral determined in such manner as specified in writing by the Bank from time to time.

(H) "Indebtedness" means all indebtedness, now or hereafter outstanding, of the Member to the Bank, including, without limitation, all Advances, interest, fees, prepayment fees, charges, costs, expenses and all other obligations to pay and liabilities of the Member to the Bank.

(I) "Instrument" means a negotiable or nonnegotiable Instrument as defined in section 9-102(a)(47) of the New York Uniform Commercial Code as in effect as of December 31, 2014.

(J) "Mortgage Notes Collateral" means Mortgage Instruments (excluding participation or other fractional interests therein) and all endorsements or assignments thereof to or by the Member, and any ancillary documents pertaining thereto (including, but not limited to, assignments of leases and/or rents, policies and certificates of insurance or guarantees, evidences of recordation, applications, underwriting materials, surveys, appraisals, approvals, permits, notices, opinions of counsel, loan servicing data, and all other electronically stored and written materials relating to such Instruments).

(K) "Mortgage Instruments" means an Instrument that relates to a mortgage or a deed of trust.

(L) "Mortgage Documents" means first mortgages and deeds of trust (herein "mortgages") and all assignments thereof.

(M) "Other Collateral" means such items of personal property, other than Capital Stock, Mortgage Notes Collateral, Securities Collateral, and Secondary Collateral which are offered as collateral by the Member to the Bank and are specifically accepted by the Bank as collateral for Indebtedness or Outstanding Commitments.

(N) "Outstanding Commitments" means, at any point in time, the maximum aggregate principal amount of Advances or payments which the Bank may be obligated to make under Commitments that are then in effect.

(O) "Qualifying Collateral" means Collateral other than Capital Stock which: (i) qualifies as security for advances under the terms and conditions of the Act and the Regulations and satisfies the requirements that may be established by the Bank; (ii) is owned by the Member free and clear of any liens, encumbrances or other interests other than the assignment to the Bank hereunder; (iii) has not been in default within the most recent 12-month period excepting only, in the case of Mortgage Notes Collateral, payments which are overdue by not more than the amount of time specified in writing by the Bank from time to time; (iv) in the case of Mortgage Notes Collateral, relates to residential real property on which is located a one to four family dwelling that is covered by fire and hazard insurance in an amount at least sufficient to discharge the mortgage loan in full in case of loss and as to which all real estate taxes are current; (v) in the case of Mortgage Notes Collateral, does not evidence an indebtedness on which any director, officer, employee, attorney or agent of the Member or any Federal Home Loan Bank is personally liable; and (vi) in the case of Secondary Collateral, has been offered as Qualifying Collateral by the Member and specifically accepted as Qualifying Collateral by the Bank.

(P) "Securities Collateral" means mortgage-backed securities (including participation certificates) issued by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, obligations guaranteed by the Government National Mortgage Association, consolidated obligations of the Federal Home Loan Bank System and obligations of or guaranteed by the United States.

(Q) "Secondary Collateral" means (i) second lien Mortgage Notes Collateral (ii) securities issued by REMICs, mortgage-backed debt obligation, collateralized mortgage obligations, mortgage pass-through certificates, mortgage participation certificates, and other mortgage-backed securities (other than those included within the definition of Securities Collateral); (iii) demand deposit accounts held with the Bank (iv) obligations issued or guaranteed by any agency of the United States (other than those included within the definition of Securities Collateral); (v) obligations issued by any state, county, municipality or other political subdivision or any agency thereof; (vi) corporate debt securities; (vii) Federal Home Loan Mortgage Corporation and Federal National Mortgage Corporation (or their respective legal successors') preferred stock and all other common and preferred corporate stock; (viii) promissory obligations secured by collateral other than real estate, including but not limited to automobile, co-operative and mobile home loans; and (ix) unsecured Instruments.

(R) "REMIC" means a "real estate mortgage investment conduit" within the meaning of Section 860D of the Internal Revenue Code of 1986, as amended, or any successor provision thereto.

ARTICLE II: ADVANCES

Section 2.01 Application and Procedures for Advances.

The terms of each Advance shall be established by this Agreement and by an Advance Application that has been executed by the Bank. In the event that the Bank determines that an Advance Application submitted to it by the Member is incomplete or must be modified in any manner in order to be acceptable to the Bank, or in the event that the Member requests that the Bank agree to make an Advance prior to the time that an Advance Application has been received by the Bank, the Bank may at its sole option complete or modify an Advance Application submitted by the Member or prepare a new Advance Application, as appropriate, based upon information furnished by the Member to the Bank and upon terms agreed to by the Bank and the Member by telephonic or other unwritten communication. Any Advance Application that has been completed, modified or prepared by the Bank and that has been executed by the Bank shall be sent by the Bank to the Member. The Member shall execute and return such Advance Application to the Bank within five business days of the date such Advance Application is sent by the Bank to the Member. Notwithstanding the foregoing, however, unless within such five business day period the Member has delivered to the Bank written notice specifying any disputed term or condition of the related Advance, the Advances Application as executed by the Bank shall be conclusive as to the terms of the related Advance, and the Member shall be estopped from asserting any claim or defense with respect to the repayment of such Advance and all interest, fees and other charges thereon or in connection therewith. Upon the request of the Bank, the Member shall execute and deliver to the Bank a promissory note or notes, in such form as may be required by the Bank, evidencing any Advance. Unless otherwise agreed to by the Bank, each Advance shall be made by crediting the Member's demand deposit account(s) with the Bank.

Section 2.02 Repayment of Advances.

The Member agrees to repay each Advance in accordance with this Agreement and the terms and conditions of the Advance Application evidencing such Advance. Unless otherwise specified in the related Advance Application, interest shall be paid on the first Bank business day of each month on the daily outstanding principal amount of each Advance during the prior month at the rate applicable to such Advance as stated in the related Advance Application. Interest will be charged for each day that an advance is outstanding and will be computed on the basis of the actual number of days in the year. Member shall pay to Bank immediately and without demand, interest on any past due principal of and interest on any Advance at the rate in effect and being charged by the Bank from time to time on overdrafts on demand deposit accounts of its Members. The Member shall maintain in the Member's demand deposit account(s) with the Bank an amount at least equal to the amounts then currently due and payable to the Bank with respect to Advances, and the Member hereby authorizes the Bank to debit the Member's demand deposit account(s) with the Bank for all amounts due and payable with respect to any Advance and for all other amounts due and payable hereunder. In the event that the balance in such demand deposit account(s) is, at any time, insufficient to pay such due and payable amounts, the Bank may without notice to the Member apply any other deposits, credits, or monies of the Member then in the possession of the Bank to the payment of such due and payable amounts. All payments with respect to Advances shall be applied first to any fees or charges applicable thereto, then to interest due thereon and then to any principal amount thereof that is then due and payable.

Section 2.03 Right of Bank to Make Advances with Respect to Outstanding Commitments.

In the event that one or more Commitments are outstanding at the time of an Event of Default under Section 4.01 hereof, the Bank may at its option make an Advance by crediting a special account with the Bank in an amount equal to the Outstanding Commitments. Amounts credited to such special account shall be utilized by the Bank for the purpose of satisfying the Bank's obligations under the Commitments. When all such obligations have

expired or have been satisfied, the Bank shall disburse, the balance, if any, in such special account first to the satisfaction of any amounts then due and owing by the Member to the Bank and then to the Member or its successors in interest. Advances made pursuant to this Section 2.03 shall be payable on demand and shall bear interest at the rate in effect and being charged by the Bank from time to time on overdrafts on demand deposit accounts of its Members.

ARTICLE III: SECURITY AGREEMENT

Section 3.01 Creation of Security Interest.

As security for all Indebtedness and Outstanding Commitments, the Member hereby assigns, transfers, and pledges to the Bank, and grants to the Bank a security interest in all of the Capital Stock, Mortgage Notes Collateral, Securities Collateral, Secondary Collateral and Other Collateral now or hereafter owned by the Member, and all proceeds thereof, *provided, however*, that Mortgage Notes Collateral, Securities Collateral, Secondary Collateral and Other Collateral that is encumbered or disposed of by the Member in conformity with the requirements of Section 3.03(A) hereof shall not be subject to the security interest created hereunder.

Section 3.02 Member's Representations and Warranties Concerning Collateral.

The Member represents and warrants to the Bank, as of the date hereof and the date of each Advance hereunder, as follows:

(A) the Member owns and has marketable title to the Collateral and has the right and authority to grant a security interest in the Collateral and to subject all of the Collateral to this Agreement;

(B) the information contained in any status report, schedule or other documents required hereunder and any other information given from time to time by the Member as to each item of Collateral is true, accurate and complete in all material respects; and

(C) all the Collateral meets the standards and requirements with respect thereto from time to time established by the Act and the Regulations.

Section 3.03 Collateral Maintenance Requirement.

(A) The Member shall at all times maintain as Collateral an amount of Qualifying Collateral which has a Fair Market Value that is at least equal to the then current Collateral Maintenance Level. The Member shall not assign, pledge, transfer, create any security interest in, sell, or otherwise dispose of any Collateral if: (i) such Collateral has been specified pursuant to Section 3.04 hereof or is held by or on behalf of the Bank pursuant to Section 3.05 hereof, or the Bank has otherwise perfected its security interest in such Collateral; or (ii) at the time of or immediately after such action, Member is not or would not be in compliance with the collateral maintenance requirements of the first sentence of this Section 3.03 (A) or is otherwise in default under this Agreement. The Member shall not grant a junior security interest in the Collateral to any other person.

(B) Subject to Section 3.04 hereof, Collateral shall be held by the Member in trust for the benefit of, and subject to the direction and control of the Bank, and will be physically safeguarded by the Member with at least the same degree of care as the Member uses in physically safeguarding its other property. Without limitation of the foregoing, Member shall take all action necessary or desirable to protect and preserve the Collateral and Bank's interest therein, including without limitation maintaining or causing to be maintained insurance on property securing mortgages constituting Collateral (such policies and certificates of insurance or guaranty relating to such Mortgages are herein called "insurance"), the collection of payments under all mortgages and under all insurance, and otherwise assuring that the loans comprising part of the Mortgage Notes Collateral are serviced in accordance with the standards of a reasonable and prudent lender. Member, as Bank's agent, shall

collect all payments when due on all Collateral. If Bank requires, Member shall hold such collections separate from its other monies and apply them to the reduction of Indebtedness as it becomes due; otherwise, Bank consents to Member's use and disposition of all such collections.

Section 3.04 **Specification and Segregation of Collateral**

(A) Upon the Bank's written or oral request, or promptly at any time that the Member becomes subject to any mandatory collateral specification and segregation requirements that may be established in writing by the Bank, and in either case within ten days of each valuation date established by the Bank, and at such other times as shall be necessary to satisfy the requirements of this Section, the Member shall deliver to the Bank a status report and accompanying schedules, all in the form prescribed by the Bank, specifying and describing such amount of Qualifying Collateral as may be necessary so that the Fair Market Value of the Qualifying Collateral so specified meets or exceeds the Collateral Maintenance Level at all times.

(B) The Member shall physically segregate any Mortgage Notes Collateral specified in each status report delivered pursuant to subsection (A) of this Section 3.04 from all other property of the Member in a manner satisfactory to the Bank. The Member shall hold each Mortgage Document package which is a part of such segregated Collateral in a separate file folder with each file folder clearly labeled with the loan identification number and the name of the mortgagor. Each such file folder shall be clearly marked or stamped with the statement: "The Mortgage and Note Relating to this Loan Have Been Assigned to the Federal Home Loan Bank of New York." All Securities Collateral and, unless otherwise specified by the Bank, all other Collateral specified in such a status report shall be delivered to the Bank or to a custodian designated by the Bank, or in the case of uncertificated securities, transferred to the Bank in the manner specified in Section 3.05 (B) hereof.

Section 3.05 **Delivery of Collateral**

(A) Upon the Bank's written or oral request, or promptly at any time that the Member becomes subject to any mandatory collateral delivery requirements that may be established in writing by the Bank, and in either case from time to time thereafter, the Member shall deliver to the Bank, or to a custodian designated by the Bank, such Qualifying Collateral as may be necessary so that the Fair Market value of Qualifying Collateral held by the Bank, or such custodian, meets or exceeds the Collateral Maintenance Level at all times. Mortgage Notes Collateral and Mortgage Documents delivered to the Bank shall be endorsed or assigned by the Member to the Bank. Unless otherwise indicated by the Bank, such endorsements or assignments may be in blanket form *provided*, that, in the case of Mortgage Documents, the assignments shall be in recordable form and there shall be separate endorsements and assignments for each county or recording district in which the real property covered by such Mortgage Documents is located. The Member need only deliver the Mortgage Documents unless otherwise directed by the Bank, and may retain all written and electronic information, documents, and instruments relating thereto. Concurrently with the initial delivery of Collateral and within ten days of each subsequent valuation date established by the Bank (and at such other times as the Bank may request), the Member will deliver to the Bank a status report and accompanying schedules, all in the form prescribed by the Bank and dated as of the then most recent valuation date, describing the Collateral held by the Bank or its custodian.

(B) With respect to uncertificated securities pledged to the Bank as Securities Collateral or Other Collateral hereunder, the delivery requirements contained in this Agreement shall be satisfied in such a manner as to enable the Bank to have a first priority security interest therein.

(C) The Member agrees to pay to the Bank such reasonable fees and charges as may be assessed by the Bank to cover the Bank's overhead and other costs relating to the receipt, holding, redelivery and reassignment of Collateral and to reimburse the Bank upon request for all recording fees and other reasonable expenses, disbursements and advances incurred or made by the Bank in connection therewith (including the reasonable compensation and the expenses and disbursements of any custodian that may be appointed by the Bank hereunder, and the agents and legal counsel of the Bank and of such custodian).

Section 3.06 Withdrawal or Reassignment of Collateral.

Upon receipt by the Bank of writings in the form specified by the Bank constituting (i) a request from the Member for the withdrawal or reassignment of Collateral which has been specified pursuant to Section 3.04 hereof or has been delivered pursuant to Section 3.05 hereof, or as to which the Bank has otherwise perfected its security interest, (ii) a detailed listing of the Collateral to be withdrawn or reassigned, and (iii) a certificate of a responsible officer of the Member certifying that the Fair Market Value of the Qualifying Collateral that is specified to or will be held by the Bank, as appropriate, after such withdrawal or reassignment would not be less than the Collateral Maintenance Level, the Bank shall promptly redeliver or reassign to the Member the Collateral specified in said officer's certificate. Notwithstanding anything to the contrary herein contained while an Event of Default hereunder shall have occurred and be continuing, or at any time that the Bank reasonably and in good faith deems itself insecure, the Member may not obtain any such withdrawal or reassignment.

Section 3.07 Reports, Collateral Audits; Access

(A) If the Fair Market Value of Qualifying Collateral owned by the Member, free and clear of any liens or encumbrances, shall at any time fall below the Collateral Maintenance Level, the Member shall immediately notify the Bank. The Member shall furnish to the Bank annually, and at such other times as the Bank may request, an audit report prepared by the Member's external auditor in accordance with generally accepted auditing standards certifying that the Member owns, free and clear of any liens or encumbrances. Qualifying Collateral with a Fair Market Value at least equal to the Collateral Maintenance Level. If the Member is required to specify or deliver Collateral pursuant to Sections 3.04 or 3.05 hereof, such audit report shall refer only to Qualifying Collateral that is so specified or is held by the Bank as of the date of such audit report. If requested by the Bank, the Member shall furnish to the Bank a written report covering such matters regarding the Collateral as the Bank may require, including listing of mortgages, securities, and unpaid principal balances thereof; and certifications concerning the status of payments on mortgages, securities, and unpaid principal balances thereof; and certifications concerning the status of payments on mortgages and of taxes and insurance on property securing mortgages. If so requested by the Bank, the Member shall promptly report to the Bank any event which reduces the principal balance of any mortgage or security by five percent (5%) or more, whether by prepayment, foreclosure sale, insurance or guaranty payment or otherwise. The Member shall give the Bank access at all reasonable times to Collateral in the Member's possession and to the Member's books and records of account relating to such Collateral, for the purpose of the Bank's examining, verifying or reconciling the Collateral and the Member's report to the Bank thereon.

(B) All Collateral and the satisfaction by the Member of the Collateral Maintenance Level shall be subject to audit and verification by or on behalf of the Bank. Such audits and verifications may occur without notice during the Member's normal business hours or upon reasonable notice at such other times as the Bank may reasonably request. The Member shall provide access to, and shall make adequate working facilities available to, the representatives or agents of the Bank for purposes of such audits and verifications. The Member agrees to pay to the Bank such reasonable fees and charges as may be assessed by the Bank to cover overhead and other costs relating to such audit and verification.

Section 3.08 Additional Documentation.

The Member shall make, execute, record and deliver to the Bank such, notices, assignments, listings, powers, and other documents with respect to the Collateral and the Bank's security interest therein and in such form as the Bank may require. The Bank may file a UCC financing statement describing the Collateral as that conveyed herein, or more broadly, as it determines in its sole discretion, and may file such financing statement before the execution, but in contemplation of, this Agreement. Any financing statement so filed is hereby ratified.

Section 3.09 Bank's Responsibilities as to Collateral.

The Bank's duty as to the Collateral shall be solely to use reasonable care in the custody and preservation of the Collateral in its possession, which shall not include any steps necessary to preserve rights against prior parties nor the duty to send notices, perform services, or take any action in connection with the management of the Collateral. The Bank shall be deemed to have exercised reasonable care if it treats such collateral in the same manner as it treats property of the same general type held by the Bank in its proprietary capacity. The Bank shall not have any responsibility or liability for the form, sufficiency, correctness, genuineness or legal effect of any instrument or document constituting a part of the Collateral, or any signature thereon or the description or misdescription, or value of property represented, or purported to be represented, by any such document or instrument. The Member agrees that any and all Collateral may be removed by the Bank from the state or location where situated, and may there be dealt with by the Bank as provided in this Agreement.

Section 3.10 **Bank's Rights as to Collateral; Power of Attorney.**

At any time or times, at the expense of the Member, the Bank may in its discretion, before or after the occurrence of an Event of Default as defined in Section 4.01 hereof, in its own name or in the name of its nominee or of the Member, do any or all things and take any and all actions that are pertinent to the protection of the Bank's interest hereunder and are lawful under the laws of the State of New York, including, but not limited to, the following:

- (A) Terminate any consent given hereunder;
- (B) Notify obligors on any Collateral to make payments thereon directly to the Bank;
- (C) Endorse any Collateral in the Member's name;
- (D) Enter into any extension, compromise, settlement, or other agreement relating to or affecting any Collateral;
- (E) Take any action the Member is required to take or which is otherwise necessary to: (i) sign and record a financing statement or otherwise perfect a security interest in any or all of the Collateral; or (2) to obtain, preserve, protect, enforce or collect the Collateral;
- (F) Take control of any funds or other proceeds generated by the Collateral and use the same to reduce Indebtedness as it becomes due; and
- (G) Cause the Collateral to be transferred to its name or the name of its nominee.

The Member hereby appoints the Bank as its true and lawful attorney, for and on behalf of the Member and in its name, place and stead, to prepare, execute and record endorsements and assignments to the Bank of all or any item of Collateral, giving or granting to the Bank, as such attorney, full power and authority to do or perform every lawful act necessary or proper in connection therewith as fully as the Member might or could do. The Member hereby ratifies and confirms all that the Bank shall lawfully do or cause to be done by virtue of this special power of attorney. This special power of attorney is granted for a period commencing on the date hereof and continuing until the discharge of all Indebtedness and Commitments and all obligations of the Member hereunder regardless of any default by the Member, is coupled with an interest and is irrevocable for the period granted.

Section 3.11 **Subordination of Other Loans; Mortgage Notes Collateral.**

The Member hereby agrees that (i) all mortgage notes which are part of the Mortgage Notes Collateral or Secondary Collateral and (ii) any notes secured by personal property which are part of the Secondary Collateral (collectively, the "pledged notes") shall have priority in right and remedy over any claims for other loans, whenever made and however evidenced, which are also secured by the mortgages or security agreements securing the pledged notes. The pledged notes shall be satisfied out of the property (or proceeds thereof) covered by such mortgages or security agreements before any payment is made on the loans which are not part

of the Collateral. To this end, the Member hereby subordinates the lien of such mortgages and security agreements with respect to such other loans to the lien of such mortgages and security agreements with respect to the pledged notes. The Member further agrees to retain possession of all notes or other instruments evidencing such other loans and not to pledge, assign, or transfer the same, except insofar as such other loans may be pledged to the Bank as part of the Mortgage Notes Collateral.

ARTICLE IV: DEFAULT; REMEDIES.

Section 4.01 Events of Default; Acceleration.

In the event of the occurrence of any of the following events or conditions of default (“Event of Default”), the Bank may at its option, by a notice to the Member, declare all Indebtedness and accrued interest thereon, including any prepayment fees or charges which are payable as provided in Section 4.03 hereof, to be immediately due and payable without presentment, demand, protest or any further notice; *provided, however*, that for the events described in subsection (G) hereof, all Indebtedness and accrued interest thereon, including any prepayment fees or charges which are payable as provided in Section 4.03 hereof, shall be automatically and immediately due and payable without any such notice by the Bank to Member and without presentment, demand, protest or any further notice:

- (A) Failure of the Member to pay when due any interest on or principal of any Advance; or
- (B) Failure of the Member to perform any promise or obligation or to satisfy any condition or liability contained herein, in any Advance Application, or in any other agreement to which the Member and the Bank are parties; or
- (C) Evidence coming to the attention of the Bank that any representations, statements, or warranty made or furnished in any manner to the Bank by or on behalf of the Member in connection with any Advance or Commitment, any specification of Qualifying Collateral or any certification of Fair Market Value was false in any material respect when made or furnished; or
- (D) Failure of the Member to maintain adequate Qualifying Collateral free of any encumbrances or claims as required herein; or
- (E) The issuance of any tax, levy, seizure, attachment, garnishment, levy of execution, or other process with respect to the Collateral; or
- (F) Any suspension of payment by the Member to any creditor of sums due or the occurrence of any event which results in another creditor having the right to accelerate the maturity of any indebtedness of the Member under any security agreement, indenture, loan agreement, or comparable undertaking; or
- (G) Appointment of a conservator, receiver, trustee or similar official for the Member (or any subsidiary of the Member) or the Member’s property, entry of an order for relief, judgment or decree adjudicating the Member or any subsidiary of the Member insolvent or bankrupt, the filing of an involuntary bankruptcy petition against the Member (or any subsidiary of the Member) which is not dismissed within 60 days after the filing thereof, an assignment by the Member (or any subsidiary of the Member) for benefit of creditors, or an admission in writing by the Member (or any subsidiary of the Member) of its inability to pay its debts or its insolvency; or
- (H) Sale by the Member of all or a material part of the Member’s asset or the taking of any other action by the Member to liquidate or dissolve; or
- (I) Termination of the Member’s Membership in the Bank, or the Member’s ceasing to be a type of financial institution that is eligible under the Act to become a Member of the Bank; or
- (J) Merger, consolidation or other combination of the Member with an entity which is not a Member of the Bank if the nonmember entity is the surviving entity; or

(K) With respect to Advances made pursuant to Section 11 (g)(4) of the Act, if the creditor liabilities of the Member, excepting liabilities to the Bank, are increased in any manner to an amount exceeding five percent (5%) of the Member's net assets; or

(L) The Bank reasonably and in good faith determines that a material adverse change has occurred in the financial condition of the Member from that disclosed at the time of the making of any Advance or from the condition of the Member as theretofore most recently disclosed to the Bank.

Section 4.02 **Remedies.**

Upon the occurrence of any Event of Default, the Bank shall have all of the rights and remedies provided by applicable law which shall include, but not be limited to, all of the remedies of a secured party under the Uniform Commercial Code as in effect in the State of New York. In addition, the Bank may take immediate possession of any of the Collateral or any part thereof wherever the same may be found. The Bank may sell, assign and deliver the Collateral or any part thereof at public or private sale for such price as the Bank deems appropriate without any liability for any loss due to decrease in the market value of the Collateral during the period held. The Bank shall have the right to purchase all or part of the Collateral at any public sale. If the Collateral includes insurance or securities which will be redeemed by the issuer upon surrender, or any accounts or deposits in the possession of the Bank, the Bank may realize upon such Collateral without notice to the Member. If any notification of intended disposition of any of the Collateral is required by applicable law, such notification shall be deemed reasonable and properly given if mailed, postage prepaid, at least 10 days before any such disposition to the address of the Member appearing on the records of the Bank. The proceeds of any sale shall be applied in the order that the Bank, in its sole discretion, may choose, subject to applicable law. The Member agrees to pay all the costs and expenses of the Bank in the collection of the Indebtedness and enforcement of the Bank's rights and remedies in case of default, including, without limitation, reasonable attorneys' fees. The Bank shall, to the extent required by law, apply any surplus after payment of the Indebtedness, provision for repayment to the Bank of any amounts to be paid or advanced under Outstanding Commitments, and all costs of collection and enforcement to third parties claiming a secondary security interest in the Collateral, with any remaining surplus paid to the Member. The Member shall be liable to the Bank for any deficiency remaining.

Section 4.03 **Payment of Prepayment Charges.**

Any prepayment fees or charges for which provision is made, whether under the Advance Application or otherwise with respect to any Advances, shall be due on the earlier of (i) an acceleration of the Indebtedness pursuant to Section 4.01 hereof and (ii) at the time of any voluntary or involuntary payment of the principal of any Advances prior to the originally scheduled maturity thereof including, without limitation, payments that are made as a part of a liquidation of the Member or under any plan of reorganization of the Member, whether such payment is made by the Member, by a conservator, receiver, liquidator or trustee of or for the Member, by the Member as debtor-in-possession, or by any successor to or any assignee of the Member, and shall be payable at the time of any voluntary or involuntary payment of the principal of such Advances prior to the originally scheduled maturity thereof.

ARTICLE V: MISCELLANEOUS

Section 5.01 **General Representations and Warranties by the Member.**

The Member hereby represents and warrants that, as of the date hereof and the date of each Advance or Commitment hereunder:

(A) The Member is not, and neither the execution of nor the performance of any of the transactions or obligations of the Member under this agreement shall, with the passage of time, the giving of notice or otherwise, cause the Member to be: (i) in violation of its charter or articles of incorporation, by-laws, the Act, or the

Regulations, any other law or administrative regulation, or any court decree; or (ii) in default under or in breach of any indenture, contract, or other instrument or agreement to which the Member is a party or by which it or any of its property is bound.

(B) The Member has full corporate power and authority and has received all corporate and governmental authorizations and approvals (including without limitation those required under the Act and the Regulations) as may be required to enter into and perform its obligations under this Agreement, to borrow each Advance and to obtain each Commitment.

(C) The information given by the Member in any document provided, or in any oral statement made, in connection with an application or request for an Advance or Commitment, is true, accurate and complete in all material respects.

Section 5.02 **Assignment.**

The Bank may assign or negotiate to any other Federal Home Loan Bank or to any other person or entity, with or without recourse, any Indebtedness of the Member or participations therein, and Bank may assign or transfer all or any part of Bank's right, title, and interest in and to this Agreement and may assign and deliver the whole or any part of the Collateral to the transferee, which shall succeed to all the powers and rights of the Bank in respect thereof, and the Bank shall thereafter be forever relieved and fully discharged from any liability or responsibility with respect to the transferred Collateral. The Member may not assign or transfer any of its rights or obligations hereunder without the express prior consent of the Bank.

Section 5.03 **Discretion of Bank to Grant or Deny Advances.**

Nothing contained herein or in any documents describing or setting forth the Bank's credit program or policy shall be construed as an agreement or commitment on the part of the Bank to grant Advances or extend Commitments hereunder, the right and power of the Bank in its discretion to either grant or deny any Advance Commitment or requested hereunder being expressly reserved.

Section 5.04 **Amendment; Waivers.**

No modification, amendment or waiver of any provision of this Agreement or consent to any departure therefrom shall be effective unless executed by the party against whom such change is asserted and shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Member in any case shall entitle the Member to any other or further notice or demand in the same, or similar or other circumstances. Any forbearance, failure or delay by the Bank in exercising any right, power or remedy hereunder shall not be deemed to be a waiver thereof, and any single or partial exercise by the Bank of any right, power or remedy hereunder shall not preclude the further exercise thereof. Every right, power and remedy of the Bank shall continue in full force and effect until specifically waived by the Bank in writing.

Section 5.05 **Jurisdiction; Legal Fees.**

In any action or proceeding brought by the Bank or the Member in order to enforce any right or remedy under this Agreement, the parties hereby consent to, and agree that they will submit to, the jurisdiction of the United States District Court, for the Southern District of New York or, if such action or proceeding may not be brought in federal court, the jurisdiction of the courts of the City of New York, Borough of Manhattan. The Member agrees that, if any action or proceeding is brought by the Member seeking to obtain any legal or equitable relief against the Bank under or arising out of this Agreement or any transaction contemplated hereby, and such relief is not granted by the final decision, after any and all appeals, of a court of competent jurisdiction, the Member will pay all attorneys' fees and other costs incurred by the Bank in connection therewith.

Section 5.06 Notices.

Except as provided in the next sentence, any notice, advice, request, consent or direction given, made or withdrawn pursuant to this Agreement shall be in writing or by machine-readable electronic transmission, and shall be deemed to have been given to and received by a party hereto when it shall have been mailed to such party at its address given above by first class mail, or if given by hand or by machine-readable electronic transmission, when actually received by such party at its principal office. Any notice by the Bank to the Member pursuant to Sections 3.04 (A) or 3.05(A) hereof may be oral and shall be deemed to have been duly given to and received by the Member at the time of the oral communication.

Section 5.07 Signatures of Member.

The Secretary or the Assistant Secretaries of the Member shall from time to time certify to Bank on forms provided by the Bank the names and specimen signatures of the persons authorized to apply on behalf of the Member to the Bank for Advances and otherwise act for and on behalf of the Member in accordance with this Agreement. Such certifications are incorporated herein and made a part of this Agreement and shall continue in effect until expressly revoked by the Member notwithstanding that subsequent certifications may authorize additional persons to act for and on behalf of Member.

Section 5.08 Applicable Law; Severability.

In addition to the terms and conditions specifically set forth herein and in any Advance Application between the Bank and the Member, this Agreement and all Advances granted and Commitments extended hereunder shall be governed by the laws of the United States and the laws of the State of New York exclusive of its choice of law provisions, except for Section 1401 of its General Obligations Law, and the mandatory choice of law provisions of Article 9 of its Uniform Commercial Code. In the event that any portion of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

Section 5.09 WAIVER OF JURY TRIAL.

THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AS APPLICABLE, AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

Section 5.10 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Member and the Bank.

Section 5.11 Entire Agreement.

This Agreement embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes all prior agreements between such parties which relate to such subject matter. Notwithstanding the above, Advances and Commitments made by the Bank to the Member prior to the

execution of this Agreement shall continue to be governed exclusively by the terms of the prior agreements pursuant to which such Advances and Commitments were made, except that (1) any default thereunder shall constitute an Event of Default hereunder, (2) Collateral furnished pursuant to this Agreement shall also secure such prior Advances and Commitments and (3) the rights and obligations of the parties with respect to such Collateral shall be governed by the terms of this Agreement.

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

(Name of Member)

FEDERAL HOME LOAN BANK OF NEW YORK

By: _____

By: _____
President

Title: _____

By: _____
Corporate Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____) ss:

On this ____ day of _____, 20____, before me personally came _____, to me known who being by me duly sworn, did depose and state that /s/he resides at _____; that /s/he is the _____ of _____, the corporation described in and which executed the above instrument; that /s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that /s/he signed his /her name thereto by order of the Board of Directors of said corporation.

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK) ss:

On this ____ day of _____, 20____, before me personally came _____, and _____, to me known who being by me duly sworn, did depose and state that they reside at New York, New York; that they are the President and the Corporate Secretary of the Federal Home Loan Bank of New York, the corporation described in and which

executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that they signed their names thereto by order of the Board of Directors of said corporation.

Notary Public



CORRESPONDENT SERVICES AGREEMENT

CORRESPONDENT SERVICES AGREEMENT, dated as of _____, 20____ ("Agreement") between _____, having its principal place of business at _____ ("Member") and Federal Home Loan Bank of New York, having its principal place of business at 101 Park Avenue, 5th Floor, New York, New York 10178-0599 ("Bank").

WHEREAS, Member desires to maintain one or more demand deposit accounts at Bank; and

WHEREAS, from time to time, Member may wish to utilize various Correspondent Services (as defined herein) offered from time to time by Bank in order to transfer money to and from Member's demand deposit accounts at Bank; and

WHEREAS, Member desires to authorize Bank to make certain arrangements as to the safekeeping of Member securities; and

WHEREAS, Bank and Member desire to enter into a comprehensive agreement governing their Correspondent Services relationship;

NOW, THEREFORE, Bank and Member agree as follows:

ARTICLE I: DEFINITIONS

As used herein, the following terms will have the following meanings.

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, Settlement Services, Item Processing Services and 1Link System Services.

SECTION 1.02 **Demand Transaction**. Demand Transaction means a communication, other than an Item (as defined herein), directing the disbursement of funds from or the acceptance of deposits to Member's demand deposit account at Bank and may include writings, voice, electronic media or other forms, as may be approved by Bank.

SECTION 1.03 **Deposit Item**. Deposit Item means an Item (as defined herein), the amount of which is to be credited to Institution's demand deposit account at Bank.

SECTION 1.04 **Inclearing Item**. Inclearing Item means an Item (as defined herein) drawn on Institution, the amount of which is to be debited to Member's demand deposit account at Bank.

SECTION 1.05 **Item**. Item means a NOW account item, a check, a teller's check, a money order or other instrument for the payment of money whether or not it is negotiable.

SECTION 1.06 **Item Processing Services**. Item Processing Services means various services that facilitate the payment of Items and Demand Transactions and the collection of Deposit Items and Demand Transactions, as well as related services, such as disaster recovery services, and supplemental services, such as photographic and adjustment services.

SECTION 1.07 **Settlement Services**. Settlement Services means the services provided by Bank to Member to post debits or credits to Member's demand deposit account at Bank.

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

SECTION 1.09 **1Link System Procedures.** 1Link 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 System; (ii) establish Member's and Bank's respective obligations and undertakings in connection with the 1Link System; and (iii) limit Bank's liability in connection with Member's use of the 1Link System.

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

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; 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.

ARTICLE II: PROVISION OF CORRESPONDENT SERVICES AND ESTABLISHMENT OF DEMAND DEPOSIT ACCOUNTS

SECTION 2.01 **Provision of Correspondent Services.** Upon approval by Bank, Member may obtain such Correspondent Services as are set forth from time to time in Bank's Correspondent Services Manual (as may be amended from time to time, "Manual"). Provision of such services by Bank will be in the manner described in the Manual. Member agrees to use such services in accordance with and to comply with the procedures and requirements set forth in the Manual.

SECTION 2.02 **Establishment of Account.** Member hereby requests Bank to establish a primary demand deposit account for Member at Bank. Member may establish additional demand deposit accounts at Bank upon approval by Bank. The terms and conditions of each demand deposit account established for Member will be in accordance with the Manual.

ARTICLE III: DEBITS AND SETOFFS

SECTION 3.01 **Authorization to Debit Accounts.** Bank is authorized to debit Member's demand deposit accounts from time to time in an aggregate amount equal to all amounts then due and payable to Bank by Member hereunder or under any other agreement between Bank and Member. Amounts due and payable to Bank include, but are not limited to, amounts for Demand Transactions honored by Bank; amounts charged to Bank by Federal Reserve Banks, clearinghouses or financial institutions for Inclearing Items; amounts for Demand Transactions; and fees and charges for the provision of various Correspondent Services by Bank. In addition, Bank may, upon prior notification from Bank to Member regarding billing arrangements with a third party, debit Member's demand deposit accounts for amounts due and payable by Member to such third party. In debiting Member's demand deposit accounts, Bank may give priority to amounts owed by Member to Bank on outstanding advances or for fees and charges due to Bank under this or any agreement between Bank and Member or for debits for Items and Demand Transactions in such priorities as Bank, in its sole discretion, may determine and then to amounts due and payable to any third party. Except to the extent that Member has designated a specific demand deposit account as being the appropriate account for Bank to debit for an amount owing hereunder, all amounts to be debited hereunder will be debited first to Member's primary demand deposit account. Notwithstanding the foregoing, however, if the amount to be debited to any of Member's demand deposit accounts exceeds the amount available in that account, Bank may debit any of Member's other demand deposit accounts, in any order, at Bank's sole discretion.

SECTION 3.02 **Dishonor, Return and Non-Payment.** Bank may dishonor any Demand Transaction if honoring the Demand Transaction would result in charges to Member's demand deposit accounts that exceed the aggregate amount available in Member's demand deposit accounts. Bank, in its sole discretion, may also refuse to settle on any and all Inclearing Items and Member irrevocably grants Bank authority to direct any party holding Inclearing Items for Member to return such Inclearing Items to the appropriate bank of first deposit prior to the expiration of applicable return item deadlines in any instance where Bank determines that payment of an Inclearing Item would result in charges to Member's demand deposit accounts that exceed the aggregate amount available in Member's demand deposit accounts.

SECTION 3.03 Overdraft Loans. In the event that honoring Demand Transactions or settling for Inclearing Items would result in charges to Member's demand deposit accounts that exceed the aggregate amount available in Member's demand deposit accounts, Bank may, in its sole discretion, honor the Demand Transactions and/or provide settlement for Inclearing Items in which event Bank will be deemed to have made a loan to Member in the amount that Member is overdrawn. Any such loan will be payable to Bank upon demand. The loan will bear interest at the variable rate, established from time to time by Bank, for overdrafts on Member's demand deposit accounts.

SECTION 3.04 Setoff and Security Interest. Each demand deposit account of Member at Bank is subject to Bank's right of setoff against such account with respect to any indebtedness, now or hereafter outstanding, of Member to Bank, including, without limitation, all advances, loans or other extensions of credit heretofore, now or hereafter granted by Bank to Member, and all other obligations to pay and liabilities of Member to Bank (collectively, "Indebtedness"). Member hereby irrevocably grants to Bank a security interest in each demand deposit account, and in the funds therein, to secure any and all Indebtedness, and Member authorizes Bank to exercise all rights and remedies available to secured creditors in the event of any default with respect thereto. Additionally, Bank may require Member to maintain minimum balances in Member's demand deposit accounts in such amounts as Bank considers adequate.

ARTICLE IV: DEPOSITS

Subject to the terms hereof, and to final approval by Bank, Bank will post deposits, including Demand Transactions and Deposit Items, to the appropriate demand deposit accounts of Member, provided that, as to any such deposit, Bank reserves the right to charge back the amount of the deposit or any part thereof if the deposit or any part thereof is not finally paid. Additionally, Bank may adjust the amount of a deposit if a deposit is credited to Member's demand deposit account for an incorrect amount, regardless of the reason for the incorrect posting or the time that has elapsed since the original posting. Bank, in its sole discretion, may delay crediting Member's demand deposit accounts in an amount sufficient to cover the amount of any deposits which have not yet finally been paid.

ARTICLE V: STANDARD OF CARE AND DAMAGES

SECTION 5.01 Standard of Care. Bank will exercise ordinary care in providing Correspondent Services. If Bank acts with ordinary care, Bank will have no liability to Member and Member will indemnify, defend and hold Bank harmless against any loss or cost, including, but not limited to, attorneys' fees, arising from Bank's provision of Correspondent Services hereunder. Bank will be deemed to have acted with ordinary care in the following circumstances:

Where an act or omission, whether or not authorized, of an employee, agent contractor of Member contributed to the occurrence of the loss or cost;

Where Member's failure to examine daily and other Correspondent Service reports provided to Member, whether electronically or otherwise, by Bank and to notify Bank of discrepancies, within time periods specified by Bank from time to time in the Manual, contributed to the loss or cost and notify Bank within applicable time periods;

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

Where the loss arises from a Member's failure to have established Bank Secrecy Act (BSA) & Office of Foreign Asset Control (OFAC) procedures in place to identify prohibited transactions which involve Specially Designated Nationals (SDNs), Specially Designated Terrorists (SDTs), Specially Designated Global Terrorists (SDGTs), or Specially Designated Narcotics Traffickers (SDNTs), Member may be liable and subject to penalties for failure to block or reject prohibited transactions. For example, Member's outgoing wire transfers must be reviewed by Member prior to originating the request to the Bank and Member's incoming wire transfers must be reviewed prior to releasing the funds to the beneficiary (Member's customer) as per the wire payment instructions. Member is responsible for 'Knowing Its Customer' by having a Customer Identification Program (CIP) for the identification and verification of all new accounts and a periodic review of existing accounts.

SECTION 5.02 Damages. Bank's liability to Member for any claim by Member involving Bank's provision of Correspondent Services will be limited to actual losses or costs incurred by Member, provided, however, that such liability will not include consequential or other damages, and provided further that the amount of damages will be limited to the face amount of the Items or Demand Transactions at issue.

SECTION 5.03 **Force Majeure**. Bank will not be liable to Member for any failure to perform properly Bank's duties hereunder if such failure is the result of war, insurrection, weather or other circumstances beyond Bank's control.

SECTION 5.04 **Security Procedures**. All security procedures utilized by Bank in connection with the provision of Correspondent Services shall be deemed commercially reasonable within the meaning of Section 4A of the New York Uniform Commercial Code.

ARTICLE VI: FEES AND SERVICES

Member will pay Bank the fees and other charges, as set forth in fee schedules published by Bank from time to time for Correspondent Services. Bank may change the fee schedules and may change the nature or scope of the Bank's Correspondent Services upon publication of the changes in the Manual or by otherwise providing written notice to Member.

ARTICLE VII: SECURITIES SAFEKEEPING

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. 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").

SECTION 7.02 **Registration of Securities**. Unless otherwise instructed by Member, all securities received by Bank pursuant to this Agreement in bearer form will be maintained by Bank in such form, and all securities received by Bank in registered form will be maintained by Bank registered in the same manner, until transfer or delivery thereof by Bank at the direction of Member. Upon such transfer or delivery Bank is authorized, except as otherwise specified in writing by Member, to indorse or to arrange for the endorsement of such securities in blank on behalf of Member and to guarantee or to arrange for the guarantee of the absence of endorsement of such security. If so directed by Member, Bank is authorized to cause any securities received by Bank to be registered or reregistered in the name of Bank or its nominees. In the event of termination of this Agreement, or otherwise at the direction of Member, Bank will transfer all securities then held by Bank hereunder to Member or as Member may direct, and will cause any securities then registered in the name of Bank or nominees to be registered in the name of Member or as Member may direct; provided that, if such termination or transfer is at the request of Member, Member will, upon demand, pay Bank for Bank's reasonable expenses incident to such transfer and re-registration.

SECTION 7.03 **Payments on Securities**. If Member's securities are registered in name of Bank or a nominee or are bearer securities, Bank will arrange for the collection on a timely basis of all interest, dividend, principal and other payments of such securities, and Bank will advise Member of any call or offer for payment or exchange of such securities. However, with respect to securities issued outside of the United States and other securities as to which information regarding interest, dividend, principal or other payments or exchanges is not readily, broadly available to Bank or the public in New York, whether by reason of the limited distribution of such securities or otherwise, Bank will be responsible only for safekeeping, and not for collecting such payments, effecting such exchanges or similar matters. In the event any security held hereunder in a Securities System is called for partial redemption by the issuer thereof, the called portion will be allotted among the respective accounts having interests in such security pursuant to such impartial method as may be prescribed by such Securities System or, if no such method is prescribed, otherwise on an impartial basis.

SECTION 7.04 **Debiting and Crediting of Accounts of Member**. Any cost, expense or other charge payable in connection with any transaction or service relating to securities held or to be held hereunder will be paid by Member and may be debited by Bank against Member's demand deposit accounts. Proceeds or payments received by Bank with respect to, or arising out of, transactions concerning such securities will be credited by Bank to Member's demand deposit accounts.

SECTION 7.05 Confirmations and Reports. Bank will from time to time provide Member with such confirmations and periodic reports of transactions effected and securities held hereunder as Bank, in its discretion, deems appropriate. Member will provide Bank with confirmations of any instructions given by Member to Bank relating to securities held or to be held hereunder, at such times and in such form as Bank may request.

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 negligence or willful 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 which serves as an agent of Bank for the provision of services under this Article, including the negligence of such financial institution, 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 will not be liable for any error in any instructions furnished to Bank by Member and executed by Bank in accordance with their terms, nor for failure to execute instructions which are not in compliance with the procedures and requirements in the Manual. 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.

SECTION 7.07 Damages. In the event of any loss or damage to Member securities held hereunder for which Bank is liable, Bank will: (a) upon demand by Member, promptly replace such security with a security of like kind and quality, including all rights or privileges pertaining to the lost or damaged security; or (b) if consented to in writing by Member, retain such security and pay to Member an amount equal to the greater of the fair market value of such security immediately prior to such damage or loss or the fair market value of such security at the time Member is notified of such damage or loss. In no event will Bank be liable for consequential damages or other losses or damages.

SECTION 7.08 Force Majeure. Notwithstanding any other provision of this Article, Bank will not be liable to Member for losses or damages suffered by Member which are caused by: war, insurrection; terrorist activity, military, naval or usurped power; hurricane, cyclone, tornado, earthquake, volcanic eruption or similar disturbance of nature; or nuclear fission, fusion or radioactivity.

SECTION 7.09 Application of this Article. The provisions of this Article VII will exclusively govern the standard of care and damages applicable to the Bank's securities safekeeping services.

ARTICLE VIII: AUTHORIZED PERSONS

The Secretary or an Assistant Secretary of Member shall from time to time after execution of this Agreement certify to Bank on forms provided by Bank the names and specimen signatures, including facsimile signatures, of the persons who are authorized to initiate Demand Transactions, and/or to execute securities transactions and the Secretary or Assistant Secretary will further certify that all such persons are also authorized to perform any other acts incident to carrying out the power conferred on such persons, and Bank may rely upon such certification without inquiry or further authorization and notwithstanding that the directed action may appear to benefit the person directing the action. Such persons need not be employees of Member. Such certifications will continue in effect until expressly revoked by Member, notwithstanding that subsequent certifications may authorize other persons to act for and on behalf of Member.

ARTICLE IX: DURATION OF TIME PERIOD FOR PERFORMANCE OF SERVICES

The provision of services under this Agreement will continue until terminated by either Bank or Member upon receipt of written notice by Bank or Member.

ARTICLE X: ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes all prior agreements between such parties, whether written or oral, which relate to such subject matter.

ARTICLE XI: WAIVER

The waiver by either party of any right hereunder or of any failure to perform or breach by the other party shall not be deemed as a waiver of any other right hereunder or of any other breach or failure by such other party whether of a similar nature or otherwise.

ARTICLE XII: ENFORCEABILITY

The provisions of this Agreement shall be severable and should any provision be held to be illegal, unenforceable or void, the remaining provisions shall continue in full force and effect without impairment in any way.

ARTICLE XIII: GOVERNING LAW

All matters relating to this Agreement shall be governed by the statutory and common law of the United States, and to the extent that Federal law incorporates or defers to state law, the laws of the State of New York, without reference to its conflicts of law provisions, and including the Uniform Commercial Code as in effect in New York.

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

(Name of Institution)

FEDERAL HOME LOAN BANK OF NEW YORK

By: _____

By: _____

Title: _____

Title: _____

By: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____, _____ County ss:

On this _____ day of _____ 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and state that [s]he resides at _____; that [s]he is the _____ of _____, the corporation described in and which executed the above instrument; and that [s]he signed his (her) name thereto by order of the Board of Directors of said corporation.

Notary Public

FEDERAL HOME LOAN BANK OF NEW YORK CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK, New York County ss:

On this _____ day of _____ 20____, before me personally came _____, and _____, to me known, who, being by me duly sworn, did depose and state that they reside _____; that they are the Vice Presidents of the Federal Home Loan Bank of New York, the corporation described in and which executed the above instrument; and that they signed their names thereto by order of the Board of Directors of said corporation.

Notary Public



WIRE TRANSFER AGREEMENT

This Wire Transfer Agreement ("Agreement"), the Global Authorization Forms and the Correspondent Services Manual of the Federal Home Loan Bank of New York ("Bank") establish the procedures to be used by the Bank and the Customer when executing wire transfers. All terms not defined herein shall have the meanings given to them in Article 4A of the Uniform Commercial Code ("Article 4A") as in effect in New York.

I. When the Customer is Requesting a Wire Transfer

- Description of Wire Transfer Agreement:** The Services will enable the Customer to give wire transfer instructions to the Bank instructing it to transfer funds by wire from the account(s) designated in the Wire Transfer Services Set-up Forms (the "Account") to Beneficiaries. Prior to commencement of wire transfer services, the Customer will complete and execute this Agreement. The Bank will not accept outgoing wire transfer requests without a completed and executed Agreement on file. If an amended Agreement is sent to the Customer, the Customer shall have thirty calendar days to re-execute the amended Agreement and return it to the Bank. After thirty calendar days have elapsed, the Bank shall have no further obligation to accept wire transfers for the Customer.
- Security Procedures:** The Bank will provide the Customer with a Test Key Algorithm Value Table and a Fixed Number specific to the Customer for use in calculating a Test Code for each wire request. The Bank will also assign a PIN to each Authorized Individual. The Customer shall not allow Authorized Individuals with a PIN to have access to the Test Code calculation. It is the Customer's responsibility to ensure that the confidentiality of PINs and Test Codes is maintained and to inform the Bank immediately of any changes to Authorized Individuals' authorities. Authorized Individuals must provide the Test Code and PIN when initiating a wire transfer. If the Authorized Individual cannot provide a valid Test Code and PIN, the Bank will not accept the wire transfer. When a wire transfer accompanied by the Test Code and PIN are received, the Bank will call a second Authorized Individual to verify the authenticity and accuracy of the Customer's Payment Order request. If the Authorized Individual receiving the callback is unavailable or unable to verify the request, the Bank will not accept the wire transfer request. ***A callback to an Authorized Individual may not be performed for wire transfers that are repetitive and pre-authorized, or in which the Customer is both the originator and the beneficiary.*** If a request for a wire transfer is transmitted through 1Linksm, the Correspondent Services Agreement, as amended, and the Correspondent Services Manual, as amended, will govern such wire transfer. Information concerning the security requirements surrounding the use of 1Link for wire transfers can be found in section 5 of the Correspondent Services Manual. The Customer agrees that the Security Procedures it selected are commercially reasonable and are the Security Procedures that best meet its requirements given the size, type and frequency of the wire transfer the Customer will issue to the Bank. The Customer understands and agrees that the Security Procedures established hereunder are solely intended to determine whether any wire transfer instruction received by the Bank was sent by an authorized person of the Customer, and not to detect errors in amount. Customer irrevocably authorizes the Bank to act in accordance with, and rely on, any instructions or other communication received by it from the Customer pursuant to this Agreement, whether or not authorized, when verified in accordance with the security procedures established hereunder. The Customer shall be responsible for safeguarding the confidentiality of all user IDs, codes, passwords, Security Devices, and other similar devices associated with the Services and to distribute them only to its authorized personnel or agents. The Customer shall notify the Bank immediately if it learns that the Security Procedures have been breached or that any unauthorized person has been given access or been able to gain access to IDs, codes, passwords, Security Devices and the like. Customer must provide written confirmation of such breach with 48 hours of the oral notification. Customer agrees to indemnify the Bank for Customer's failure to safeguard the Security Procedures.
- Cut-Off Times:** Domestic Wire Transfer requests (including those processed on 1Link) must be received by the Bank's Electronic Payments Department no later than 4:00 p.m. Eastern Time. The Bank may execute a wire transfer received after the 4:00 p.m. deadline on the same day the Bank receives the request, but it shall have no legal obligation to do so. Any wire transfer requests received by the Bank after the 4:00 p.m. deadline which are not executed by the Bank on the same day must be requested by the Customer to be executed on the following Business Day. The Bank may amend the stated cutoff times upon 10 Business Days prior written notice to the Customer to correspond to changes in the stated deadlines for the Federal Reserve Communications System ("Fedwire"), or any other wire transfer system employed hereunder.
- Amendments and/or Cancellations:** When the Customer wishes to either amend or cancel a wire transfer, whether repetitive or non-repetitive, the Customer shall notify the Bank immediately via telephone. All Customer amendments or cancellations will be subject to the same identification procedures used when initiating a wire transfer request. If the amendment or cancellation request is received by the Bank prior to acceptance of the Customer's Payment Order, the Bank will make a reasonable attempt to act on the Customer's wire transfer request upon verification of the caller's authority. In the event the Customer's amendment or cancellation request is received after execution of the Customer's wire transfer, the Bank will use reasonable efforts to initiate a wire transfer Service Message requesting an amendment or a wire reversal as instructed by the Customer. The Wire Transfer Service Message is an administrative wire that will be executed by the Bank

in accordance with existing Federal Reserve System rules and regulations. The Bank's execution of a Wire Transfer Service Message does not constitute the Bank's acceptance of the Customer's amendment or cancellation request. Under no circumstances will the Bank be liable to the Customer for amendments or cancellations received by the Bank after execution of the Customer's wire transfer. The Customer agrees to reimburse the Bank for any costs, losses or damages, including reasonable attorney's fees, the Bank incurs in connection with the Customer's amendment or cancellation request.

5. **Notice of Rejection:** In the event the Bank rejects an outgoing wire transfer request, the Bank shall provide notice of such rejection to the Customer by telephone or by electronically notifying an Authorized Individual. In the event the Bank is unable to so notify the Customer, the Bank shall attempt to notify the Customer within a reasonable time via the most practicable methods available at such time. Nothing in this Agreement shall be interpreted as obligating the Bank to accept any payment order, or to take any action with respect thereto, except as expressly provided in Article 4A or this Agreement.
6. **Name and Number of Receiving Bank or Beneficiary:** If a wire transfer describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If the Bank is notified by the beneficiary's bank that the beneficiary's bank is unable to identify the beneficiary because the account number identifies a person other than the named person, the Bank may, at its option, and without liability to the Customer, cancel the wire transfer or let the wire transfer lapse before transmitting a new wire transfer containing the corrected name or account number. If a wire transfer describes a financial institution inconsistently by name and identification number, the identification number alone may be relied upon as the proper identification of the financial institution. In any instance in which the Bank may be considered the Originator of a wire transfer, because it is making payment of a letter of credit issued by it, or otherwise, the account party or other person requesting that the Bank make payment on the basis of payment instructions provided by the Beneficiary shall indemnify the Bank for any losses and expenses (including court costs and reasonable attorneys' fees) arising from the Bank's reliance on such information.
7. **Overdrafts:** For each wire transfer executed by Bank in accordance with the terms of this Agreement, the Customer authorizes the Bank to debit or credit, as applicable, the account specified in the Transfer Instruction. The Bank shall have no obligation to accept a request for a wire transfer if such acceptance would create an overdraft in such Account. Should it elect to so: (1) such election will not obligate it to do so in any future instance; and (2) interest may be charged from the date such overdraft was created until the date of repayment in accordance with the formula for "Overdrawn Accounts" set forth on the Bank's Credit Service Fee schedule, Form HLB-202, as amended from time to time, and which may be found on the Bank's website at www.fhlbny.com when signing onto 1Link, Tools and "Manuals and Guides."
8. **Compliance--Dodd-Frank Act/OFAC:** Customer acknowledges that it is its responsibility to follow all compliance regulations and the Dodd-Frank Wall Street Reform and Consumer Protection Act when processing outgoing wires where the beneficiary is a third party and disclosures are otherwise required. The Bank is not responsible for providing disclosures to beneficiaries that are not customers of the Bank.

Customer also acknowledges that the Bank is not permitted to transfer funds in violation of federal law or regulations. Customer hereby warrants and covenants that it will maintain its own filter to test each Originator and Beneficiary of a requested Payment Order against the list of prohibited names maintained by the Office of Foreign Assets Control ("OFAC"), and further warrants and covenants that it will not request any wire transfer which, if accepted by the Bank, will cause the Bank to be in violation of any rule, regulation, or order of such Agency or subject the Bank to any sanction imposed by such Agency. All penalties imposed by OFAC to the Bank for any violation will be passed on to the Customer. Customer agrees that it will indemnify, defend and hold harmless against any loss or cost arising from the Customer's failure to screen its wire transfers.

II. When the Customer Is the Beneficiary of a Payment Order

1. **Notice of Wire Receipt:** If the incoming wire transfer instructs payment to the Customer's account, notice of incoming funds to the Customer will be deemed to have occurred when the Bank makes available the Customer's Daily Advice of Account Activity, the Wire Transfer Statement or when notification is made available on 1Link. If the Customer subscribes to the Bank's 1Link Information Reporting Service, notice of incoming funds will be deemed to have occurred at the time such item has been credited to Customer's account and is listed under today's transactions in the Bank's 1Link Information Reporting Service. Should there be a final and non-appealable determination of any court that such funds were improperly credited to the Customer's account; the Customer shall return the same, with interest payable at the Fed Funds Effective Rate as published on a daily basis by the New York Federal Reserve Bank.

III. General Provisions

1. **Rights and Obligations:** All wire transfers processed by the Bank on the Customer's behalf shall be subject to and governed by this Agreement and the Bank's Correspondent Services Manual, as each may be amended from time to

time. It is understood and agreed that unless otherwise specifically provided herein, and to the extent permitted by applicable law, the parties will be bound by the rules of any wire transfer system utilized to effect such wire transfer.

2. **Account Statements:** The Bank will make available electronically to the Customer a Daily Wire Transfer Statement and a monthly Overnight Investment Account Statement via 1Link. Additionally, the Customer subscribes to the Bank's Information Reporting Service which retrieves the Daily Advice of Account Activity and Daily Wire Transfer Statement electronically via 1Link, the Bank's internet banking application. The Customer will exercise ordinary care to determine whether a wire transfer accepted by Bank was either erroneous or not authorized. In the event of an account discrepancy, the Customer will notify the Bank within three (3) days of receipt of the Wire Transfer Statement, the Daily Advice of Account Activity, or the 1Link Information Reporting Service, if the discrepancy is reflected in any of the foregoing, and within fifteen (15) days of receipt of the monthly Demand and Deposit Account Statement if the discrepancy is reflected only in the monthly Overnight Investment Account Statement. If notice of the discrepancy is made to the Bank via telephone, the Customer must follow up with notice of the discrepancy to the Bank in writing via e-mail **and** letter to the Bank's Electronic Payments department via a nationally recognized overnight courier service to Senior Manager, Electronic Payments, Federal Home Loan Bank of New York, 101 Park Avenue, 5th Floor, New York, NY 10178-0599 within 48 hours of Customer's telephone notification identifying the particular wire transfer or transfers to which it objects. Because failure of the Customer to detect an erroneous or unauthorized wire transfer may make it difficult or impossible for the Bank to recover the funds from a third party, and may also facilitate the commission of further errors or the execution of further unauthorized transfers, the Bank may, in its sole discretion, terminate the Customer's right to request wire transfers in the event that a report is received outside of the foregoing time periods.
3. **Interest Rate:** *In the event the Bank must refund or re-credit the Customer's account as required under applicable law, and is required to pay interest to the Customer, interest will be paid at the prevailing Overnight Investment Account (OIA) rate, on collected balances as set forth in the Correspondent Services Manual in the Customer's Overnight Investment Accounts.*
4. **Customer Provided Information:** Any changes to information provided by the Customer to the Bank shall be effective only at such time as the Bank has had a reasonable opportunity to act after receipt of written notice from the Customer. The Customer will notify the Bank in writing of changes in the list of Authorized Persons. The Bank shall have no liability for losses caused by the Customer's failure to provide such notification. The Bank will be fully protected in relying on the Customer's notices.
5. **Custodial Mortgage Accounts ("CMA"):** The Customer must execute a separate Agreement for its Demand Account(s) and each of its Custodial Mortgage Accounts. Each such Agreement shall identify all Authorized Individuals authorized to access the account for which the Agreement is executed.
6. **Telephone Recording:** Notice is hereby given that all telephone calls to and from the Bank's Electronic Payments Department are recorded. Execution of this Agreement constitutes the Customer's consent to such recording.
7. **Complete Agreement:** This Agreement must be executed in its entirety, without alteration or addition. This Agreement contains the final, complete and exclusive understanding of, and supersedes all prior or contemporaneous, oral or written, agreements, understandings, representations and negotiations between, the parties relating to the subject matter of this Agreement, and, with respect to wire transfers contemplated hereunder, supersedes any Agreement between the Bank and Customer. Both parties further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the parties, by any usage of trade or custom, or by any prior performance between the parties pursuant to this Agreement or otherwise. In the event that any provision of this Agreement is determined by a court or tribunal of competent jurisdiction to be illegal or unenforceable for any reason, such provision shall be replaced by a legal and enforceable provision that comes as close as possible to carrying out the intent of the original provision. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
8. **Termination:** This Agreement may be terminated by either party upon 30 days prior written notice to the other and may be terminated by the Bank immediately if there is a material breach of any provision of this Agreement. If a Payment Order is to be processed in accordance with a statute, rule, or regulation of the United States, or any federal agency, the Payment Order will be governed by that statute, rule, or regulation. Sections I (6), I (8), II (1) and III (14) shall survive termination of this Agreement.
9. **Bank's Responsibilities:** The Bank may send instructions by wire, telegraph, telephone, cable, or whatever other transmission method the Bank considers to be reasonable. The Bank will not be liable for any third party's failure to process or delay in processing any instruction.
10. **Governing Law; Jurisdiction:** All matters relating to this agreement shall be governed by, and construed and interpreted according to federal law and the internal laws of the State of New York (without reference to conflicts of law rules, other than those found in Article 4A-507).. Any action arising out of or relating to this Agreement shall be litigated in, and only in, courts located in the City and State of New York and the parties hereby submit to the exclusive jurisdiction of such courts and agree that they are a convenient forum. EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same.
12. **Business Days:** A Business Day shall mean any day on which banks in New York are not required or permitted to be closed.
13. **Limitation of Liability:** The Customer understands and agrees that wire transfers are generally effected through automated processes, that the persons conducting such operations do not have knowledge of the Customer's unique circumstances, even though such circumstances may be known to other persons within the Bank, and that it is not the duty of persons possessing such knowledge to communicate it to persons responsible for wire transfer operations. THE CUSTOMER (1) UNDERSTANDS AND AGREES THAT ANY CLAIM AGAINST THE BANK SHALL BE LIMITED TO CLAIMS FOR WHICH A REMEDY IS PROVIDED EITHER BY ARTICLE 4A OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN NEW YORK OR BY THIS AGREEMENT; AND (2) WAIVES THE RIGHT TO BRING ANY CLAIM ON ANY OTHER LEGAL THEORY WHATSOEVER, WHETHER IN CONTRACT OR IN TORT IRRESPECTIVE OF WHETHER OR NOT UNDER SUCH THEORY OR THEORIES THE ASSERTED BANK DUTIES OR OBLIGATIONS ARE DEEMED TO BE IN ADDITION TO OR INCONSISTENT WITH THOSE SET FORTH HEREIN OR IN ARTICLE 4A OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN NEW YORK. THE BANK HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR COVENANTS APPLICABLE TO CONTRACTS GENERALLY ARISING UNDER OR RECOGNIZED BY NEW YORK LAW. IN NO EVENT WILL THE BANK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO THE BANK.

14. **Indemnification:**

- (a) In General. The Customer agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including court costs and reasonable attorneys' fees) arising out of or in any way connected with performance or interpretation of this Agreement or determination of the rights and duties of the parties hereto. For avoidance of doubt, indemnification shall be required in all instances in which a dispute arises and the Bank retains an attorney, regardless of whether claims are asserted by or against third parties or between the Customer and the Bank, whether litigation is commenced, or whether the Customer, the Bank, or the third party is the prevailing party.

(b) Maritime Attachment and Asset Forfeiture in cases in which the Bank is the intermediary bank in a wire transfer. *Without limiting the generality of the foregoing, this section establishes the rules that apply when the Bank is acting as an intermediary bank on behalf of the Customer, and prior to execution of the payment order, is prevented or restrained from so doing by a blocking regulation, forfeiture, asset seizure, or legal process. The Customer shall indemnify the Bank for any damage or loss suffered by the Bank in any instance in which funds are seized, or a court of competent jurisdiction requires the Bank to complete an interrupted transfer, notwithstanding that the rules of Article 4A would not permit the Bank to receive or retain any payment made for such wire transfer. Interest as calculated according to section III (3) above shall be due from the effective date of the attachment, seizure, or legal process to the date of payment. The Bank shall be authorized to debit any account of the Customer for any amounts due hereunder, as well as legal fees and court costs, as described in (a) above.*

15. **Force Majeure:** Except as otherwise provided by Article 4A, the Bank will not be liable for its inability to perform its obligations under this Agreement when such inability arises out of causes beyond its control, including, without limitation, any act of God, accident, equipment failure, system failure, act of war or terrorism, labor dispute, or the failure or inability of any third party to provide any electronic or telecommunication service, provided that the Bank shall have exercised such diligence as the circumstances require.

ACCEPTED AND AGREED:

[Customer Name]

By: _____

Name: _____

Title: _____

Date: _____



APPLICATION FOR ADVANCES PURSUANT TO TELEPHONIC REQUEST

_____ ("Borrower") hereby submits this Application for Advances Pursuant to Telephonic Request ("Application") for purposes of obtaining extensions of credit ("Advances") from time to time from the Federal Home Loan Bank of New York ("Bank"), pursuant to the terms and conditions of the Advances, Collateral Pledge and Security Agreement (as amended from time to time, the "Advances Agreement") dated as of _____ between Borrower and the Bank.

Borrower hereby acknowledges and agrees that, if this Application is accepted by the Bank, Borrower may telephonically request and agree to an Advance or a commitment by the Bank to make an Advance ("Commitment") in accordance with and subject to the following terms and conditions and such further procedures as may be specified by the Bank from time to time:

1. Telephonic requests for Advances or Commitments must be received by the Bank no later than the deadlines established by the Bank from time to time and must be made by an authorized representative of Borrower who has been pre-designated in writing by Borrower to the Bank in accordance with procedures specified by the Bank. The Bank may rely upon, and Borrower shall be responsible for, telephonic requests for Advances or Commitments that the Bank believes in good faith have been made by such authorized representatives.
2. The terms of any Advance or Commitment so requested will be final and binding on Borrower. All telephonic communications between Borrower and the Bank regarding Advances or Commitments may be recorded. Any such recording of Borrower's request shall constitute an electronic record of Borrower's request and of any agreement by the Bank thereto, and such record will be deemed signed by Borrower's recorded, telephonic assent to the terms of the requested Advance or Commitment.
3. Without limitation of the foregoing, the terms of each Advance or Commitment agreed to by the Bank will be reflected in a confirmation or advice provided to Borrower in writing or made available to Borrower electronically through the Bank's 1Link System or a successor thereto. If Borrower believes that there are discrepancies between Advance or Commitment terms contained in such a confirmation or advice and those to which Borrower previously agreed, Borrower must notify the Bank of such discrepancies within one Bank business day from the date such confirmation or advice is received by, or made available electronically to, Borrower.
4. Requests for Advances or Commitments will be subject to any limitations established, from time to time, by the Federal Housing Finance Board ("FHFB") or by the Bank in its Credit Policy, as established from time to time ("Credit Policy"), including those limitations regarding the maximum dollar amount available for borrowing.
5. Before an Advance (including any Advance contemplated by a Commitment) will be funded by the Bank, Borrower must:
 - (a) if it has been required to submit a capital plan ("Capital Plan") to its primary regulator, provide a copy of such Capital Plan to the Bank, along with any revisions or updates of the Capital Plan and any related documentation or correspondence (including, without limitation, any approval or rejection of the Capital Plan by regulatory authorities);
6. With respect to each Advance that is funded by the Bank:

- (a) In addition to the terms and conditions herein and in any applicable confirmation, each Advance will be subject to: (i) the terms and conditions of the Advances Agreement (except to the extent otherwise expressly provided herein), (ii) the Credit Policy; (iii) the rules and regulations of the FHFB ("FHFB Regulations"); and (iv) any Commitment applicable to such Advance (including, but not limited to, commitments provided under the Bank 's Affordable Housing Program ("AHP"), Community Investment Program ("CIP") or Rural Development Funding ("RDF") program or Urban Development Funding ("UDF") program, as defined by the FHFB Regulations).
 - (b) Payment of an Advance prior to its scheduled maturity for any reason, whether voluntary or involuntary, may be subject to a prepayment fee if so designated by the Bank. Such prepayment fee will be calculated pursuant to methods set forth by the Bank from time to time.
 - (c) With respect to any outstanding Advance, whether made pursuant to the Advances Agreement or any predecessor thereto, any applicable prepayment fee shall be payable in the event of an early payment of such Advance, including, without limitation, early payments payable as a result of acceleration of the maturity date of such Advance by the Bank because of the occurrence of an event of default.
 - (d) Each Advance must be used only for the purpose(s) specified by Borrower at the time that Borrower requested such Advance (or, if applicable, for the purposes set forth in Borrower's application submitted in connection with the AHP, CIP, RDF program or UDF program).
7. Each Commitment will be subject to:

- (a) Borrower's continued eligibility for the Advance contemplated by such Commitment under FHFB Regulations (including, without limitation, positive tangible capital and minimum regulatory capital requirements);
- (b) Borrower's continued compliance with the Bank's capital stock and collateral requirements and with the terms and conditions of the Advances Agreement; and
- (c) Borrower's continued satisfaction of all applicable creditworthiness and other criteria under the Credit Policy.

[signature page follows]

Please note this form must be executed by two officers of the Borrower institution.

Name of Borrower

ACCEPTED:
FEDERAL HOME LOAN BANK OF NEW YORK

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**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

NOTE: ALTHOUGH NOT REQUIRED, IT IS RECOMMENDED THAT NOTIFICATIONS BE SENT BOTH BY FAX AND BY EMAIL AND THAT ANY EMAIL NOTIFICATION INCLUDE "NOTICE OF ALLEGED SERVICE PROVIDER INFRINGEMENT" IN THE SUBJECT LINE OF THE EMAIL.

This contact information is provided only for the purposes stated above. We cannot respond to OTHER INQUIRIES, SUCH AS REQUESTS to open or service accounts or otherwise conduct business with FHLB or its affiliates.



**MEMBER REPRESENTATIONS AND WARRANTIES
WITH RESPECT TO MORTGAGE LOANS AND
MORTGAGE-BACKED SECURITIES COLLATERAL PLEDGED TO THE
FEDERAL HOME LOAN BANK OF NEW YORK**

In accordance with the Advances, Collateral Pledge and Security Agreement (as such document may be amended from time to time) (the "Agreement") between the Member and the Federal Home Loan Bank of New York ("FHLBNY"), the undersigned Member hereby states that, from and after the date hereof and consistent with Section 3.02 of the Agreement, each loan that is pledged to the FHLBNY as collateral for outstanding obligations of the undersigned, whether individually, as part of a loan pool or as underlying collateral in a mortgage-backed security, at the time the loan was made, complied in all material respects with applicable local, state, and federal laws, including, but not limited to, all applicable predatory lending laws. In addition, in accordance with the FHLBNY's Member Products Guide, the undersigned agrees not to pledge loans that are expressly prohibited by such guide.

Further, Member certifies that, from and after the date hereof and to the best of Member's knowledge, the loans listed (or to be listed) on its periodic detail data submissions:

1. Comply in all material respects at the time the loans were made, with applicable local, state, and federal laws, including, but not limited to, all applicable anti-predatory lending laws, laws covering fair housing, fair credit reporting, truth in lending, real estate settlement procedures, community reinvestment, homeowners' equity protection, soldiers' and sailors' civil relief, and equal credit opportunity, the Predatory Lending Considerations, including any and all Federal Housing Finance Agency Interagency Guidance especially those relating to Underwriting Standards and Consumer Protection Principles sections of the Interagency Guidance on Subprime Loans¹ and the Loan Terms and Underwriting Standards and the Consumer Protection Issues sections of the Interagency Guidance for Nontraditional Loans²;
2. Are not "high cost" or "high rate" loans, or loans in similar categories, as such terms may be defined in federal laws or the statutes or ordinances of various state or local jurisdictions, but if any such loans are found in the collateral submission, they have not been intentionally pledged and will be removed immediately upon discovery or notification, whichever comes first;³ and
3. May include residential mortgage loans with an effective origination date of October 1, 2004⁴, or thereafter, containing mandatory arbitration clauses with respect to dispute resolution, but such mandatory arbitration clauses are either; i) in compliance with applicable state lending laws, or ii) not enforced in accordance with Member's corporate policy.
4. Are not subject to a privileged lien that supersedes the first lien held by the primary mortgage holder, such as Property Assessed Clean Energy ("PACE") liens.

¹ Interagency "Final Guidance - Statement on Subprime Mortgage Lending," 72 Federal Register 37569 (July 10, 2007).

² "Interagency Guidance on Nontraditional Mortgage Product Risks," 71 Federal Register 58609 (October 4, 2006).

³ Loans that are subject to 12 CFR, Section 226.35 as "Higher Priced Mortgage Loans" will not be considered "high cost" or "high rate" loans, or loans in similar categories, and may be pledged to the FHLBNY provided such loans do not exceed the annual percentage rate, or points and fees thresholds of the Home Ownership and Equity Protection Act of 1994 and its implementing regulations (Federal Reserve Board Regulation Z) or otherwise violate the statutes or ordinances related to "high cost" or "high rate" loans of various state or local jurisdictions.

⁴ Fannie Mae Announcement 04-06, September 28, 2004.

The undersigned agrees to indemnify, defend and hold the FHLBNY harmless from and against all losses, damages, claims, actions, causes of action, liabilities, obligations, judgments, penalties, fines, forfeitures, costs and expenses, including, without limitation, reasonable legal fees and expenses, that result from the Member's breach of the representations and warranties set forth in the first paragraph of this document. The undersigned further agrees that such defense shall be conducted by counsel reasonably acceptable to the FHLBNY.

In the event that any loan pledged individually, in a collateral pool or mortgage-backed security is found to not comply in all material respects with applicable local, state, and Federal laws, including, but not limited to, all applicable predatory lending laws, or loans that are unacceptable as collateral in accordance with the FHLBNY's Member Products Guide, the undersigned agrees to immediately remove said loan or mortgage-backed security and replace it with complying collateral of equivalent value.

MEMBER: _____

By: _____

Print Name: _____

Title: _____

Dated: _____



SUBSIDIARY/AFFILIATE QUESTIONNAIRE

DATE: _____

TO: Collateral Operations - Documentation
Federal Home Loan Bank of New York
30 Montgomery Street, 3rd Floor
Jersey City, NJ 07032
Fax: (201) 356-1985
Email: collateraldocs@fhlbny.com

FROM: _____

1. Please provide information on the Subsidiary/Affiliate:

Name: _____

Address: _____

State of Incorporation: _____

Effective Date: _____

Is there an intercompany lending agreement between the subsidiary/affiliate and _____?
 YES NO

Is there an intermediary entity formed between the subsidiary and _____?
 YES NO

Name: _____

State of Incorporation: _____

Effective Date: _____ is a (check one):

- Operating Subsidiary Lower Tier Subsidiary Affiliate (Lower Tier not Qualifying as Sub)

2. Subsidiary/Affiliate is a (choose one business type)

Type of Business:

- Real Estate Investment Trust (also complete section 4)
- Subsidiary Depository Institution
- Registered Broker or Dealer (Functionally Regulated)
- Registered Investment Advisor (Functionally Regulated)
- Registered Investment Company (Functionally Regulated)
- Insurance Company or Agency (Functionally Regulated)
- Real Estate Development and Related Activities (Except Community Development-Related Investments)
- Management of Real Estate Owned and Other Repossessed Assets
- General Leasing
- Investments in a Small Business Investment Company
- Passive Investment Corporation
- Other, please specify: _____

3. Asset Composition of _____

<u>Mortgage Assets</u>	<u>Dollar Amount</u>	<u>Transfer Date</u>
One to Four Family	\$ _____	_____
Multifamily	\$ _____	_____
Commercial	\$ _____	_____

<u>Security Assets</u>	<u>Dollar Amount</u>	<u>Transfer Date</u>
MBS _____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

4. For Subsidiaries only:

Ownership % (as a whole number): _____

Subsidiary Shares:

	Certificated	Uncertificated
Common	_____	_____
Preferred	_____	_____
Other: _____	_____	_____

5. Please confirm intention to pledge:

Intend DO NOT intend ...to pledge subsidiary/affiliate assets to the Bank.

PRINT NAME: _____

PRINT TITLE: _____

TELEPHONE #: _____

SIGNATURE: _____



**SCHEDULE OF CUSTOMER SUBSIDIARY/AFFILIATE STRUCTURES
STATUS OF PLEDGE OR NON-PLEDGE OF ASSETS**

Customer: _____

The following list represents all subsidiary structures on file at the FHLBNY per customer disclosure and FHLBNY research, including the type of business and pledge status of the assets held by the subsidiary:

Subsidiary Name	Type of Business	Pledge Status (Y/N)

The following list represents affiliates of the customer and the pledge status of the assets:

Affiliate Name	Pledge Status (Y/N)

I certify that my institution does not have either a subsidiary or an affiliate company.

or

I certify that the above information includes all subsidiaries and affiliates of this institution and an accurate pledge status of the assets held by each to the FHLBNY.

Name and Title: _____

Customer Signature: _____

This letter should be sent to:

Collateral Services Group
Federal Home Loan Bank of New York
30 Montgomery Street, 3rd Floor
Jersey City, NJ 07302



UCC-1 FILING INFORMATION REQUEST FORM

PLEASE COMPLETE ALL THE FIELDS PROVIDED.
NOTE THAT WE NEED **EXACT** INFORMATION FOR UCC FILING PURPOSES.

PLEASE PRINT INFORMATION

Organization Legal Name (Legal name as it appears on your institution's charter or amendment, thereto):

Organization I.D. Number (Charter #):

Corporate Headquarters Address:

Mailing Address:

Tax I.D.:

State or Country of Organization:

I hereby certify that the forgoing information is true and correct.

Corporate Secretary

Date

UCC-1 FINANCING STATEMENT INFORMATION

In order to protect the BANK's interest in collateral for outstanding obligations, under Article 9 of the Uniform Commercial Code, including advances, the BANK files a UCC-1 financing statement for each member institution once their membership is approved and becomes effective. The BANK will also file a UCC-1 for each subsidiary and affiliate that pledges collateral for the benefit of a member. A copy of the language describing the collateral covered by the UCC-1 financing statement is below. The BANK will file a UCC-1 financing statement for each new member, upon its initial purchase of capital stock.

The filing of UCC-1 financing statements will ensure that new members can borrow promptly if and when the need arises and is a necessary step to ensure that the BANK does business in a safe and sound manner so that your investment in the BANK is secure.

Included in the application package is a UCC-1 Filing Information Request form that requires you to provide information about your institution that is required for the filing of the UCC-1. Please complete this form, sign it and return it as part of your membership application.

UCC-1 FINANCING STATEMENT FILING LANGUAGE (FOR MEMBERS)

All instruments, chattel paper, letter of credit rights, accounts, payment intangibles, and general intangibles (including without limitation all Federal Home Loan Bank of New York capital stock, mortgage notes, notes or other obligations secured by agricultural liens, loan participations, and other interests in small farm, small business and agri-business loans) that constitute eligible security for advances from a Federal Home Loan Bank pursuant to 12 C.F.R. § 1266.7, and any successor provision of law or regulation, now owned or hereafter acquired, or in which the Debtor now or hereafter obtains an interest, and any and all proceeds of the foregoing (collectively, the "Collateral").

(FOR INSURANCE COMPANY MEMBERS)

All of the debtor's (1) capital stock in the Federal Home Loan Bank of New York and (2) all securities, securities accounts and security entitlements as more particularly described in the secured party's Advances, Collateral Pledge and Security Agreement as amended, on file with the secured party, in each case described in (1) or (2) above, whether now owned or hereafter acquired, all interests therein, and all proceeds thereof.

(FOR SUBSIDIARY/AFFILIATES)

Those securities, security entitlements, other investment property, instruments, chattel paper, letter of credit rights, accounts, payment intangibles, and general intangibles that are listed from time to time in Attachment "A" of the Collateral Pledge and Security Agreement in effect between the Debtor and the Federal Home Loan Bank of New York ("Secured Party"), as such schedule may be in effect from time to time, and any and all proceeds of the foregoing (collectively, the "Collateral").



SECURITIES ACCOUNT CONTROL AGREEMENT

SECURITIES ACCOUNT CONTROL AGREEMENT

Dated as of: _____

among

Federal Home Loan Bank of New York, as “*Secured Party*”,

_____, as “*Pledgor*”, and

Citibank, N.A., New York Offices, as “*Securities Intermediary*”

Account Number: _____

BACKGROUND

SECURITIES ACCOUNT CONTROL AGREEMENT (the “Agreement”) dated as of _____, 20____, among Citibank, N.A., a national banking association acting as securities intermediary for the purposes of this Agreement (the “Securities Intermediary” or “Bank”), the Federal Home Loan Bank of New York, having its principal place of business at 101 Park Avenue, 5th Floor, New York, NY 10178 (the “Secured Party”), and the Secured Party’s customer described above (the “Pledgor” or “Customer”) (collectively, the “Parties” hereto).

WHEREAS, the Secured Party makes advances to its customers pursuant to an Advances, Collateral Pledge and Security Agreement (“ACPSA”) executed by its customers which advances are secured by securities and/or funds in such custodial accounts; and

WHEREAS, Pledgor, a customer of the Secured Party, has executed an ACPSA, dated as of _____, and has granted the Secured Party a security interest in the financial assets (including any security entitlements and cash) in the securities account identified above by account number (the **Account**), maintained by the Secured Party as custodian for the Pledgor, and

WHEREAS, the Secured Party maintains such custodial accounts for its customers at the Bank pursuant to a Global Custodial Services Agreement made on September 29, 2003, as such may be amended from time to time (the “Custody Agreement”); and

WHEREAS, the Bank and the Secured Party have entered into that certain CitiDirect for Securities Services Agreement dated as of March 1, 2014, as such may be amended from time to time (the “Services Agreement”) enabling the Secured Party to electronically manage and administer such custodian accounts on behalf of its customers in accordance with the terms of the Custody Agreement and the Services Agreement; and

WHEREAS, it is the intention of the Parties that the Secured Party shall have at all times a first priority security interest in pledged securities and/or funds in the custodial account that is perfected by control within the meaning of Section 9-106 of the Uniform Commercial Code as in effect in New York; and

WHEREAS, the parties hereto intend that, as respects the relationship between the Pledgor and the Secured Party, the Secured Party is a Securities Intermediary within the meaning of 8-102(a)(14) of the UCC, and the security interest granted by the Pledgor to the Secured Party is therefore perfected by control under 8-106(e), but are entering into this Control Agreement as a precautionary measure against the possibility of a contrary interpretation by a court of competent jurisdiction; and

WHEREAS, it is the intention of the Parties that this Agreement shall not confer any direct rights or remedies of the Pledgor against the Bank that would not exist in the absence of this Agreement, or alter, modify, or supersede any agreement executed between the Pledgor and the Secured Party or the Secured Party and the Bank, except as is expressly provided herein; and

WHEREAS, the Securities Intermediary has no responsibility to the Secured Party in respect to the validity or perfection of such security interest otherwise than to act in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

- Section 1. *Establishment of Account.* The Securities Intermediary confirms that:
- (i) The Securities Intermediary has established the Account described by account number on page one of this Agreement, and the Account is a “securities account” as defined in Section 8-501(a) of the UCC;
 - (ii) The Securities Intermediary is acting as a “securities intermediary” (as defined in Section 8-102(a)(14) of the UCC) in respect of the Account;
 - (iii) The Securities Intermediary will treat the Pledgor and/or the Secured Party, subject to the terms of this Agreement, as entitled to exercise the rights that comprise all financial assets from time to time credited to the Account; and
 - (iv) All financial assets (except cash) credited to the Account will be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Account be registered in the name of the Pledgor, payable to the order of the Pledgor or specially indorsed to the Pledgor unless such financial asset has been further indorsed to the Securities Intermediary or in blank.
- Section 2. *“Financial Assets” Election.* The parties hereto agree that each item of property (whether investment property, financial asset, security, instrument, cash or other property) credited to the Account will be treated as a “financial asset” within the meaning of Sections 8-102(a)(9) and 8-103 of the UCC.
- Section 3. *Entitlement Orders.* The Securities Intermediary agrees to comply with any “entitlement order” (as defined in Section 8-102(a)(8) of the UCC) originated by the Secured Party and relating to the Account or any financial asset credited thereto without further consent by the Pledgor or any other person. The Pledgor consents to the foregoing agreement by the Securities Intermediary.
- Section 4. *Waiver of Lien; Waiver of Set-off.* The Securities Intermediary waives any security interest, lien or right to make deductions or setoffs that it may now have or hereafter acquire in or with respect to the Account, any financial asset credited thereto or any security entitlement in respect thereof. Neither the financial assets credited to the Account nor the security entitlements in respect thereof will be subject to deduction, set-off, banker’s lien, or any other right in favor of any person other than the Secured Party.
- Section 5. *Definitions; Choice of Law.* All references herein to the “UCC” refer to the Uniform Commercial Code as in effect from time to time in the State of New York. Terms defined in the UCC have the same meanings when used herein. All matters relating to this Agreement shall be construed in accordance with and governed by the laws of the State of New York. The State of New York shall be deemed to be the Securities Intermediary’s jurisdiction for purposes of the UCC (including, without limitation, Section 8-110 thereof).
- Section 6. *Other Agreements.* Except as specifically provided herein, the provisions of this Agreement shall not modify, alter, or supersede the terms of any other agreement executed between the Bank and the Secured Party or the Customer and the Secured Party, and shall not give the Customer any direct rights or remedies against the Bank that would not arise if this Agreement were not in existence. Notwithstanding anything herein to the contrary, it is understood and agreed that the indemnification provisions provided in the Custody Agreement shall be applicable to this Agreement, and all actions taken by the Bank pursuant to this Agreement (including the entering into this Agreement) shall be deemed to be taken pursuant to “Instructions” as such term is defined in the Custody Agreement.
- Section 7. *Amendments.* No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all the parties hereto.
- Section 8. *Notice of Adverse Claims.* Except for the claims and interests of the Secured Party and the Pledgor, the Securities Intermediary does not know of any claim to, or interest in, the Account, any financial asset credited

thereto or any security entitlement in respect thereof. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, attachment, execution or similar process) against the Account, any financial asset credited thereto or any security entitlement in respect thereof, the Securities Intermediary will promptly notify the Secured Party and the Pledgor thereof.

Until the Securities Intermediary receives an entitlement order or approval from the Secured Party, the Securities Intermediary will not permit the Pledgor to withdraw or deliver any financial assets from the Account including, but not limited to, cash distributions received in regard to financial assets.

- Section 9. *Withdrawals and Deliveries.* Until such time as the Bank receives a written Notice of Exclusive Control, in the form attached hereto, and has had a reasonable opportunity to comply, the Pledgor may withdraw or deliver financial assets from the Account, including, but not limited to, cash distributions received in regard to financial assets, but only with the consent of the Secured Party. After such time, it shall have no such right of withdrawal or delivery.
- Section 10. *Representations, Warranties and Covenants of the Securities Intermediary.* The Securities Intermediary makes the following representations, warranties and covenants:
- (i) The Account has been established as set forth in Section 1 above and will be maintained in the manner set forth herein until this Agreement is terminated. The Securities Intermediary will not change the name or account number of the Account without the prior written consent of the Secured Party;
 - (ii) This Agreement is a valid and binding agreement of the Securities Intermediary enforceable in accordance with its terms; and
 - (iii) Except with regard to the custodial services agreement between the Securities Intermediary as provided in Section 6 of this Agreement, the Securities Intermediary has not entered into, and until the termination of this Agreement will not enter into, any agreement with any person (other than the Secured Party) relating to the Account and/or any financial asset credited thereto pursuant to which it has agreed, or will agree, to comply with entitlement orders of such person. The Securities Intermediary has not entered into any other agreement with the Pledgor or the Secured Party purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as agreed in Section 3 hereof.
- Section 11. *Successors.* This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- Section 12. *Notices.* Each notice, request or other communication given to any party hereunder shall be in writing (which term includes facsimile or other electronic transmission as the Securities Intermediary reasonably determines with notice to the Secured Party and the Pledgor and subject to such security procedures or requirements as the Securities Intermediary shall specify) and, as applicable, shall be effective (i) when delivered to such party at its address specified below, (ii) when sent to such party by facsimile or other electronic transmission acceptable to the Securities Intermediary followed with a notice in writing sent in accordance with (iii) or (iv), or (iii) ten days after being sent to such party by certified or registered United States mail, addressed to it at its address specified below, with first class or airmail postage prepaid, or (iv) on the day following a written notice sent by a nationally recognized overnight carrier with all fees prepaid:

Pledgor:

Facsimile: _____
 Address: _____

Secured Party: Federal Home Loan Bank of New York

Facsimile: (800) 909-3111
 Address: 101 Park Avenue, 5th Floor
New York, NY 10178-0599
Attn: Custody and Pledging Services
With a copy to General Counsel

Securities Intermediary: Citibank, N.A.

Facsimile: 212-816-4181
 Address: 388 Greenwich Street, 24th Floor
New York, NY 10013
Attn: Mr. Emil Rosini

Any party may change its address and/or facsimile number for purposes of this Section by giving notice of such change to the other parties in the manner specified above. Only the Securities Intermediary may specify any change in electronic transmission methods.

Section 13. *Termination.* This Agreement shall remain in effect as long as the Pledgor remains a customer of the Secured Party, and the Custody Agreement, the Advances, Collateral Pledge and Security Agreement (“ACPSA”) and Correspondent Services Agreement (“CSA”) (as such may be amended, modified, or supplemented from time to time) remain in effect.

If the Secured Party notifies the Securities Intermediary that its security interest in the Account or all of the financial assets therein has terminated, this Agreement will terminate immediately.

Section 14. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by authenticating and delivering or transmitting one or more counterparts

SIGNATURES

[PLEDGOR]

By: _____
Name: _____
Title: _____

FEDERAL HOME LOAN BANK OF NEW YORK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CITIBANK, N.A., NEW YORK OFFICES

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A

[Letterhead of Secured Party, Federal Home Loan Bank of New York]

[Date]

Citibank, N.A.

Attention: _____

[Address]

Re: Notice of Exclusive Control

Ladies and Gentlemen:

As referenced in the Securities Account Control Agreement dated as of _____, 201_ among [Pledgor] , us and you (a copy of which is attached), we notify you that we will hereafter exercise exclusive control over securities account number _____ (the "**Account**"), all financial assets from time to time credited thereto and all security entitlements in respect thereof. You are instructed not to accept any directions, instructions or entitlement orders with respect to the Account or the financial assets credited thereto from any person other than the undersigned unless otherwise ordered by a court of competent jurisdiction.

Very truly yours,

Federal Home Loan Bank of New York

By: _____
Name:
Title: