



**SPECIAL AMENDMENT  
TO  
ADVANCES, COLLATERAL PLEDGE AND SECURITY AGREEMENT**

This Special Amendment is made as of \_\_\_\_\_, 20\_\_ and amends the Advances, Collateral Pledge and Security Agreement, dated as of \_\_\_\_\_, 20\_\_, (as amended from time to time, the "Advances Agreement"), between \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (the "Member") and the Federal Home Loan Bank of New York, 101 Park Avenue, New York, NY 10178 (the "FHLBNY").

WHEREAS, the Member Desires to enter into certain financial instruments such as forwards, swaps (including caps, collars and floors), and options with the FHLBNY from time to time, to the extent that the FHLBNY is authorized at such time to enter into such financial instruments with the Member pursuant to the provisions of the Federal Home Loan Bank Act and the regulations and guidelines of the Federal Housing Finance Board; and

WHEREAS, the FHLBNY requires that such financial instruments entered into with the FHLBNY be secured pursuant to the Advances Agreement, and the Member agrees to provide such security as requested by the FHLBNY by the means set forth in the Advances Agreement, as such agreement may be supplemented from time to time; and

WHEREAS, the Member and the FHLBNY desire to revise a certain provision of the Advances Agreement to clarify that such financial instruments are secured by the Advances Agreement.

NOW, THEREFORE, the Member and the FHLBNY agree to amend the Advances Agreement as follows:

1. The definition of "Indebtedness" in Section 1.01 of the Agreement is hereby deleted in its entirety and replaced with the following:
  - (H) "Indebtedness" means (i) all indebtedness, now or hereafter outstanding, of the Member to the FHLBNY, including, without limitation, all Advances, (ii) all obligations relating to the payment or delivery of funds, securities or other property (including, without limitation, collateral), and (iii) all other liabilities of the Member to the FHLBNY, including, but not limited to, liabilities arising under any forward, swap (including cap, collar and floor), option, hedge, or similar agreement.
2. Except as expressly set forth herein, all terms and conditions of the Advances Agreement, as amended, will remain in full force and effect.

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

\_\_\_\_\_  
(Name of Member)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FEDERAL HOME LOAN BANK OF NEW YORK**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_