

Statement of Authority: Advances with Partial Prepayment Symmetry

I am an officer of ______ ("Member") and am (i) duly authorized pursuant to the terms of the current Resolution and Authorization (or appropriate Certificates of Designated Persons, as applicable) between Member and the Federal Home Loan Bank of San Francisco ("Bank") to enter into and approve on behalf of Member advances and other extensions of credit made to Member by the Bank ("Advances"), and (ii) duly authorized to make binding representations and warranties on behalf of Member to induce the Bank to make such Advances.

Capitalized terms not defined herein have the same meaning as set forth in the Advances and Security Agreement between Member and the Bank, including any applicable Confirmation of Advance, and this Statement of Authority: Advances with Partial Prepayment Symmetry supplements and forms a part of that Agreement.

Advances for which Member may, under certain circumstances, receive a prepayment credit upon a prepayment of Principal Amount of Advance (or a cancellation credit upon the cancellation of a disbursement of an Advance) by Member are referred to as "Advances with Partial Prepayment Symmetry." In addition to the standards the Bank has established governing any Bank member's eligibility to obtain any Advance from the Bank, the Bank may, from time to time, establish further standards governing the eligibility of any Bank member to obtain particular types of Advances, including Advances with Partial Prepayment Symmetry. Advances with Partial Prepayment Symmetry have interest rates and other terms set, in part, by the Bank's financial position with respect to certain financial contracts referred to as "Matched Contracts." Matched Contracts may include, but are not limited to, interest rate swaps, caps, floors, collars, swaptions, or any other financial or futures contracts that are entered into by the Bank and a counterparty. The terms of each Matched Contract are not set forth in the Confirmation for any Advance, but each individual Matched Contract for each particular Advance is referenced by an identification number on the Confirmation for that Advance. Member will not have any ownership interest in, or third-party beneficiary status in, any Matched Contract, and hereby expressly disclaims any such interest.

I am personally familiar with all of the Member's risk management policies and procedures; interest rate risk measurement tools, policies, and procedures; accounting policies; liquidity policies; regulatory policies; capital policies; and Member's level of knowledge and experience in financial, regulatory, accounting, and business matters to the extent any of the above are applicable to Member's proposed applications for any Advances with Partial Prepayment Symmetry.

Member hereby represents and warrants to the Bank, as of the date hereof and as of each date on which it shall apply for any Advance with Partial Prepayment Symmetry, that:

- Member has established risk management, interest rate risk, accounting, liquidity, regulatory, and capital policies ("Member Policies") that comply with all the statutes and regulations applicable to financial institutions with a charter of the same type as that of Member;
- 2. The Member Policies will be amended, from time to time, as necessary to maintain compliance with such applicable laws:
- 3. Member will not obtain, or exercise any prepayment or cancellation of, any Advance with Partial Prepayment Symmetry in any manner that violates any statutes, regulations, or orders of any regulatory authority applicable to Member;
- 4. Member's application for, and receipt of funds from, Advances from the Bank, including any Advance with Partial Prepayment Symmetry, will be authorized under the Member Policies in effect at the time of the application for such Advance;
- 5. Member will not undertake to enter into any specific transaction with the Bank, including any Advance with Partial Prepayment Symmetry, unless such transaction will comply with all conditions set forth in the Member Policies;

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- 6. Member understands that there are certain interest rate, liquidity, market, operational, accounting, regulatory, and other risks associated with the use of Advances with Partial Prepayment Symmetry, and that there are circumstances in which obtaining certain Advances with Partial Prepayment Symmetry could increase Member's risk profile in these areas;
- 7. If Member applies for any Advance with Partial Prepayment Symmetry that is significant to Member pursuant to the Member Policies, Member will undertake a pre-purchase analysis to determine whether obtaining such Advance from the Bank would increase Member's interest rate risk;
- 8. If obtaining a particular Advance with Partial Prepayment Symmetry would increase Member's interest rate risk, Member represents that it will obtain such an Advance only for a purpose that is consistent with applicable regulatory guidelines and Member Policies, and that Member's interest rate risk after giving effect to the transaction will conform to all applicable regulatory guidelines and Member Policies;
- 9. Member understands that the Bank's calculation of any prepayment fees (or credits) and cancellation fees (or credits) will depend in part upon the prices for, and availability of a functioning market to obtain prices for, the Matched Contracts:
- 10. Member understands that, depending on Market Conditions, prepayment fees or cancellation fees for an Advance with Partial Prepayment Symmetry could be significantly higher than prepayment fees or cancellation fees for comparable advances that are identical in all respects except that the comparable advance does not have Partial Prepayment Symmetry;
- 11. Notwithstanding any information that the Bank may make available to Member about any Advance with Partial Prepayment Symmetry, Member understands that the Bank is not a financial, accounting, or investment advisor or fiduciary to Member, and that in transacting any Advance with Member, including an Advance with Partial Prepayment Symmetry, the Bank is a lender of funds, not a seller of derivatives or options, with respect to Member;
- 12. Member has the independent capability to determine its own accounting treatment for any Advance with Partial Prepayment Symmetry, or has sought, or will seek prior to any transaction, the advice and opinion of qualified third persons, independent from the Bank, on issues including, but not limited to, the issue of whether any embedded option in any advance must be accounted for separately from the underlying advance itself;
- 13. Member has the independent capability to evaluate the merits and the financial risks associated with use of any Advance with Partial Prepayment Symmetry, or has sought, or will seek prior to any transaction, the advice and opinion of qualified third persons, independent from the Bank, on issues including, but not limited to, a portfolio sensitivity analysis of Member's interest rate risk and liquidity risk;
- 14. Member has not relied, and will not rely, upon any analysis or communication from the Bank in assessing or managing Member's risks associated with any Advance with Prepayment Symmetry or Member's accounting treatment thereof;
- 15. Member acknowledges that the decision to obtain any Advance with Partial Prepayment Symmetry and the analysis of how it may fit into Member's financial or business strategy remains solely Member's responsibility, and Member has not relied, and will not rely, upon any analysis or communication from the Bank in making that decision or performing that analysis; and
- 16. Member has not relied, and will not rely, upon any understandings with, or communications from, the Bank concerning any conditions or limits upon the Bank in exercising any of the Bank's rights with respect to any Advance with Partial Prepayment Symmetry (including, but not limited to, any oral understandings purporting to impose any additional conditions on the Bank's right to accelerate the due date of the entire outstanding Principal Amount of the Advance as set forth in the Agreement and any Confirmation) other than those limits and conditions expressly set forth in writing in the documents governing such Advance with Partial Prepayment Symmetry.

Member will give the Bank written notice of any material event or information that comes to Member's attention that would make any representation or warranty set forth above false, misleading, or incomplete in any material respect.

Member agrees that the Bank's own accounting treatment for Advances with Partial Prepayment Symmetry shall at all times be a matter committed solely and completely to the Bank's absolute discretion. Member agrees that with respect to any Advance with Partial Prepayment Symmetry, Member has expressly assumed the risk that any of the applicable accounting rules or interpretations, or any of the statutes or regulations applicable to Member, may change from time to time.

I acknowledge that Member's decision to apply for Advances with Partial Prepayment Symmetry is not the result of any direct solicitation or recommendation by the Bank, but is the result of Member's request arising from the ongoing business relationship between Member and the Bank. I represent that all of the statements made herein are true, not misleading, and complete in all material respects as of the date hereof.

Full Corporate Name of Member	Location of Member
Authorized Signature	Name of Signer (Print or Type)
Title	Date
Authorized Signature	Name of Signer (Print or Type)
Title	Date

Note: This form must be signed in accordance with the Member's authorizations on file with the Bank.