



## MEMBER REPRESENTATIONS AND WARRANTIES

In accordance with the Advances, Pledge and Security Agreement (as such document may be amended from time to time) between the undersigned Member and the Federal Home Loan Bank of Des Moines (Bank), the Member hereby certifies as follows:

- (1) it understands and complies with the Bank's Anti-Predatory Lending (APL) Policy and with all applicable local, state and federal APL laws and other similar credit-related consumer protection laws, regulations and orders designed to prevent or regulate abusive and deceptive lending practices and loan terms (collectively, APL laws);
- (2) it will maintain qualifying collateral; and
- (3) it will substitute eligible collateral for any residential mortgage loans and securities backed by residential mortgage loans pledged to the Bank as collateral (Residential Mortgage Collateral) that does not comply in all material respects with all applicable APL laws or the Bank's APL Policy.

The Member agrees to indemnify, defend and hold the Bank harmless from and against all losses, damages, claims, actions, causes of action, liabilities, obligations, judgments, penalties, fines, forfeitures, costs and expenses, including, without limitation, legal fees and expenses, that result from the pledge of any Residential Mortgage Collateral that does not comply in all material respects with applicable APL laws or with the Bank's APL Policy.

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Advances, Pledge and Security Agreement.

Member Name: \_\_\_\_\_

Member City/State: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Authorized Officer)

Dated: \_\_\_\_\_