

**FEDERAL HOME LOAN BANK OF CHICAGO
MASTER TRANSACTIONS AGREEMENT**

This Master Transactions Agreement ("Agreement") is entered into by and between the undersigned financial institution ("Customer") and the FEDERAL HOME LOAN BANK OF CHICAGO ("Bank").

WHEREAS, the Bank is a depository for deposit account(s) of Customer, and the funds of Customer deposited in deposit account(s) are subject to withdrawal and charge by Customer at any time and from time to time pursuant to the terms and conditions hereof; and

WHEREAS, Customer desires to transfer amounts from and to said deposit account(s) through various means; and

WHEREAS, the Bank offers various products and services from time to time that are related to the deposit account, wire transfer matters, and Federal Reserve account services provided for herein, and Customer desires to enter into this agreement with the Bank for such various products and services.

NOW, THEREFORE, the Bank and Customer agree as follows.

**ARTICLE I
CHECKS**

SECTION 1.1. CHECKS. Bank no longer offers check services to its customers; therefore, if applicable, Customer shall be responsible for destroying any unused checks.

SECTION 1.2. REJECTION OF ANY CHECKS DRAWN BY CUSTOMER. The Bank will not honor any checks drawn on Customer's deposit account. If such a check is presented to the Bank, the Bank will return such check and Bank shall not be liable to Customer for the rejection of the check.

**ARTICLE II
TERM DEPOSITS**

SECTION 2.1. FORM OF TERM DEPOSITS. The Bank will accept term deposits of funds from Customer for such maturities as may be requested by Customer and agreed to by the Bank. Upon the making of a term deposit the Bank shall provide Customer with a written advice or confirmation, in such form as the Bank may specify, of the terms and conditions of the acceptance by the Bank of such term deposit within two (2) Banking Days thereof. The term "Banking Day" as used in this section and throughout this Agreement shall mean any day, other than Saturday or Sunday that the Bank is open for business. Failure by Customer to give notice to the Bank of any alleged dispute or defect in such advice or confirmation within two (2) Banking Days of the receipt thereof shall constitute acknowledgment of and agreement with the terms and conditions set forth in such advice or confirmation by Customer.

SECTION 2.2. FEE FOR EARLY WITHDRAWAL. In the event Customer should cause in any manner an early withdrawal of all or any of the amounts in any term deposit, Customer shall be subject to an early withdrawal fee in such amount as may be established by the Bank from time to time. Customer agrees that

any such fee may be charged to the deposit account(s) of Customer with the Bank.

ARTICLE III
FUNDS TRANSFER SERVICES

SECTION 3.1. WIRE TRANSFER TRANSACTIONS. Upon written, facsimile, machine readable electronic transmission, telephonic, or other such instructions from Customer, the Bank shall make wire transfers of funds from the deposit account(s) of Customer and shall charge the specific Customer deposit account designated by Customer for the amount of such wire transfers. In the event that the collected balances in the deposit account(s) of Customer are insufficient to cover a wire transfer of funds requested by Customer, the Bank may refuse to make such wire transfer of funds. The authenticity of a request to transfer funds and the authority to request transfer of funds and to issue other directions and instructions to the Bank relating to a wire transfer of funds shall be conclusively presumed if the person making the request uses the security measures set forth in the Member Products Guide (as defined herein) as in effect from time to time. Following the receipt of an instruction for a wire transfer of funds, the Bank reserves the right to verify or authenticate any requests for a transfer or related act by subsequent telephone calls to an Authorized User (as defined herein) by any other means that the Bank may deem appropriate, but the failure of the Bank to verify or authenticate any such instructions shall not be evidence of any failure by the Bank to exercise reasonable care or good faith. The Bank shall not be liable for any damages or any other consequences of any refusal to honor any instruction for a wire transfer of funds or related act if the Bank in good faith is unable to satisfy itself that the instruction was given by an authorized agent of Customer and nothing herein shall obligate the Bank to make any wire transfer prohibited by law.

SECTION 3.2. INSTRUCTIONS FOR WIRE TRANSFERS. Customer shall bear any loss arising from any wire transfer of funds made or received by the Bank on the basis of unauthorized instructions, unless the Bank had actual knowledge that the instructions were unauthorized. After the Bank acts upon an instruction for a wire transfer of funds from the deposit account(s) of Customer, the Bank shall make available to Customer electronically, a written advice or confirmation of a wire transfer of funds in such form as the Bank may specify from time to time.

SECTION 3.3. SECURITY PROCEDURES. All wire transfers of funds processed by the Bank on Customer's behalf shall be subject to and governed by the Bank's security policies and procedures set forth herein or in the Bank's Member Products Guide or any successor document (collectively as used herein, the "Guide"), or as otherwise established by the Bank from time to time.

SECTION 3.4. CANCELLATIONS OR AMENDMENTS. When Customer wishes to cancel or amend a wire transfer, Customer shall notify the Bank immediately by telephone. All Customer cancellations or amendments will be subject to the same identification procedures used when initiating a wire transfer request. If a cancellation or amendment request is received by the Bank at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's execution of Customer's wire transfer request, 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 cancellation or amendment request is received after execution of the Customer's wire transfer request, the Bank will use reasonable efforts to initiate a Wire Transfer Service Request requesting an amendment or cancellation as instructed by the Customer. The Wire Transfer Service Request is an administrative wire that will be executed by Bank in accordance with existing Federal Reserve System rules and regulations. The Bank's execution

of a Wire Transfer Service Request does not constitute the Bank's acceptance of the Customer's amendment or cancellation request. Under no circumstances will the Bank be liable to Customer for amendments or cancellations acted upon by Bank after execution of Customer's wire transfer request. Customer agrees to reimburse the Bank for any costs, losses or damages, including reasonable attorneys' fees, which the Bank incurs in connection with the Customer's amendment or cancellation request.

SECTION 3.5. ERRORS AND DELAYS. The Bank shall not be held responsible or liable for any wire transfer of funds made, or any other act performed by the Bank relating to such transfers, or any damages or losses arising therefrom if such transfer or act is made by the Bank pursuant to the policies and procedures of the Bank and written instructions that the Bank reasonably and in good faith believes to be the instructions of Customer. Customer agrees that the Bank shall not be liable for any error or delay on the part of any agent or third party used by the Bank in the execution of any such transfer or related act.

SECTION 3.6. CUSTOMER AS BENEFICIARY OF WIRE TRANSFER. If the Bank accepts an incoming wire transfer for which Customer is the beneficiary, notice of incoming funds to the Customer will be deemed to have occurred when the Bank has credited such account of Customer and made such information available on the Bank's electronic information systems. If the Bank rejects an incoming wire transfer received for the benefit of Customer, the Bank shall promptly notify Customer of such rejection within a reasonable time by the best means available under the circumstances.

SECTION 3.7. 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 User. In the event the Bank is unable to so notify Customer, the Bank shall notify 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 of the Illinois Uniform Commercial Code or this Agreement.

SECTION 3.8. AUTOMATED CLEARING HOUSE TRANSACTIONS. Automated Clearing House ("ACH") entries will be subject to the rules of the National Automated Clearing House Association and any other applicable ACH rules. The Customer agrees to be bound by such ACH rules. Credit given by the Bank to the Customer for any ACH entry shall be provisional until the Bank receives final settlement. If the Bank does not receive final settlement, the Bank may revoke the provisional credit and charge back the amount to the deposit account or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of such entry. The Bank shall not be obligated to notify the Customer of the receipt of a payment order or ACH entry for credit or debit to a deposit account.

ARTICLE IV FEDERAL RESERVE ACCOUNT SERVICES

SECTION 4.1. FEDERAL RESERVE BANK SETTLEMENT. Customer may elect to have certain Federal Reserve Bank transactions settled through the Bank's Federal Reserve Bank account for debit or credit to a designated deposit account. The types of transactions eligible to be processed in the foregoing manner shall be designated by the Bank from time to time. Customer may elect to receive settlement services for any combination, or all, of such types of transactions. In the event that such a service is

elected, the Bank shall coordinate all settlement documentation with the Federal Reserve Bank, monitor all such transactions, and process any adjustments. All such settlement services shall be governed by the terms and conditions set forth in this Agreement, in any applicable Federal Reserve Bank Operating Circular or as established by the Bank from time to time.

SECTION 4.2. FEDERAL RESERVE BANK ADVANCES. Upon the completion by Customer and the Bank of such forms as the Federal Reserve Bank may specify, Customer may apply to receive Federal Reserve Bank advances through the Bank's Federal Reserve Bank account. Such Federal Reserve Bank advances, and the relationship of the parties relating thereto, shall be governed by the terms and conditions set forth in this Agreement, in any applicable Federal Reserve Bank Operating Circular or as established by the Bank from time to time.

SECTION 4.3. NOTICE OF APPLICATION FOR FEDERAL RESERVE BANK ADVANCES. Prior to applying for any advance pursuant to Section 4.2 above, Customer shall give advance notice to the Bank, at such time and in such manner as the Bank may require from time to time.

ARTICLE V CUSTODIAL MORTGAGE ACCOUNT SERVICES

SECTION 5.1 ESTABLISHMENT. Customer may establish one or more Custodial Mortgage Accounts at the Bank (a "Custodial Mortgage Account" is defined as a deposit account established by Customer at the Bank to serve as a conduit for funds paid to Customer as servicer for a mortgage investor (a "Mortgage Investor")). The Bank shall assign a number to each such Custodial Mortgage Account. Each Custodial Mortgage Account shall be governed by the terms and conditions delineated in this Agreement and as set forth in any agreements among the Bank, Customer and the respective Mortgage Investor or as otherwise established or required by the Bank from time to time. In the event of that the terms and conditions of such sources conflict with the terms and conditions of this Agreement, the terms and conditions set forth in the other applicable agreement among the Bank, Customer, and the respective Mortgage Investor shall control.

SECTION 5.2. WITHDRAWALS. All deposits made in a Custodial Mortgage Account shall be subject to withdrawal therefrom, but only by Customer or the respective Mortgage Investor for which the Customer acts as servicer, subservicer, or subcontractor for the provision of mortgage servicing activities. The Bank is hereby authorized to pay such Mortgage Investor at any time, without penalty, upon its written demand, and without notice to Customer, the entire amount then in the Custodial Mortgage Account or any portion thereof. Moreover, if the amount so demanded exceeds the then existing balance of the respective Custodial Mortgage Account, the Bank has the right to pay such excess amount and, if so, the Customer shall automatically be liable for such overdraft plus any applicable fees and interest. Following the receipt of a demand for funds in a Custodial Mortgage Account from the related Mortgage Investor, the Bank reserves the right to verify or authenticate such demand, but the failure of the Bank to verify or authenticate any such demand shall not be evidence of any failure by the Bank to exercise reasonable care or good faith. The Bank shall not be liable for any damages or any other consequences of any refusal to honor any demand related to a Custodial Mortgage Account if the Bank in good faith is unable to satisfy itself that the demand was given by an authorized agent of the Mortgage Investor and nothing herein shall obligate the Bank to make any transfer of funds prohibited by law.

ARTICLE VI
GENERAL DEPOSIT ACCOUNT MATTERS

SECTION 6.1. MEMBER PRODUCTS GUIDE AND BANK POLICIES AND PROCEDURES. The Guide, and all applicable Bank policies and procedures established from time to time by the Bank are hereby incorporated by reference as though fully set forth herein and made a part hereof.

SECTION 6.2. INTEREST. Other than on Custodial Mortgage Accounts, the Bank may pay interest on the daily collected principal balances of the deposit account(s) of Customer with the Bank at such rates as may be established in bulletins and notices published by the Bank from time to time. Such interest shall accrue daily and be credited to the applicable deposit account(s) of Customer at such time as the Bank may specify from time to time.

SECTION 6.3 DEPOSITS. Subject to the terms of this Agreement, and to final approval by the Bank, the Bank will post deposits to the deposit account designated by Customer, *provided that*, as to any such deposit, the Bank reserves the right to charge back the amount of the deposit, or any portion thereof, if the deposit, or any portion thereof, is not finally paid. Additionally, the Bank may adjust the amount of a deposit if such deposit is credited incorrectly, regardless of the reason for the incorrect posting or the time that has elapsed since the original posting. The Bank, in its sole discretion, may delay crediting the designated Customer's deposit account in an amount sufficient to cover the amount of any deposits which have not yet finally been paid.

SECTION 6.4. REPORTS AND STATEMENTS OF ACCOUNT. Either electronically or by other means, the Bank shall provide Customer with various notices, advices, confirmations or reports, and statements of account (collectively "Statements") from time to time that identify activity in the deposit account(s) of Customer. Upon receipt of a Statement or when a Statement is otherwise made available to Customer describing wire transfer or ACH activity in a deposit account, Customer shall examine the Statement on a daily basis and shall notify the Bank of any alleged errors, alterations, defects, discrepancies, inaccuracies or unauthorized signatures no later than 10:00 am C.S.T. that same day.

In the event Customer fails to comply with the foregoing notification requirement, and in the event Customer shall fail to promptly examine any Statement provided to Customer by the Bank and notify the Bank of any alleged errors or defects therein, Customer shall be precluded from asserting any dispute or difference as to the Statements so rendered and such Statements shall be deemed conclusive and binding of all activity in the deposit account(s) as against Customer. If at any time following the provision of any statement from the Bank to Customer, the Bank shall discover any error or defect in any such statement, the Bank is authorized, in its sole discretion, to correct any such error or defect and to make any adjustment to such statement and to the deposit account(s) of Customer in order to correct any such error or defect. The Bank shall not be liable for the payment of any interest on the amount of a payment order or instruction, or on any other item that was not authorized or was erroneously executed or paid when a Customer fails to notify the Bank within the time prescribed herein.

SECTION 6.5. ACCOUNT MAINTENANCE. Customer and the Bank agree that Customer shall maintain one principal deposit account with the Bank for account management purposes and the purposes of this Agreement. The Bank shall assign an account number to the principal deposit account. Other deposit

accounts may be opened by Customer and maintained with the Bank, however, all such deposit accounts shall be deemed to be netted to the principal deposit account for account management purposes and for the purposes of this Agreement. Deposit accounts and all other types of accounts described in this Agreement may be opened and closed by Customer upon written request to the Bank on such forms as the Bank may specify, and the Bank shall maintain a schedule of all such deposit and other types of accounts.

SECTION 6.6. FEES AND CHARGES. Fees and charges for the maintenance and service of the deposit accounts, interest and any other charges payable to the Bank on outstanding advances or other credit extended to Customer, and transactions provided for in this Agreement may be made on such occasions and in such amounts as the Bank may specify from time to time in published schedules heretofore or as hereafter established by the Bank. Such fees and charges may be made by the Bank whether such deposit accounts are active or dormant. Customer agrees to pay all such fees and charges and hereby authorizes the Bank to deduct all such fees and charges from the deposit account(s) of Customer.

SECTION 6.7. RIGHT OF SETOFF AND SECURITY AGREEMENT. To secure any and all indebtedness or liability of Customer to the Bank, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, due or to become due, Customer hereby irrevocably assigns, transfers, and pledges to the Bank and grants to the Bank a security interest in all balances, credits, deposits, accounts, moneys, and drafts now or hereafter in the deposit account(s) or any other account that Customer may maintain with the Bank, and the Bank is authorized to charge such indebtedness or liability against all deposit account(s), or any other accounts, whether or not the same is then due. The Bank is authorized to debit any deposit account of Customer from time to time in an aggregate amount equal to all amounts then due and payable to the Bank by Customer hereunder or under any other agreement, in existence now or hereafter, between Bank and Customer. Such amounts may include, but are not limited to, amounts for disbursement items and demand transactions, amounts charged to the Bank by Federal Reserve Banks, clearinghouses or financial institutions for clearing items; fees and charges for the provision of services to Customer by the Bank; and interest or any other charges payable to the Bank on outstanding advances or other credit extended to Customer. In debiting a deposit account, the Bank may, in its sole discretion, give priority to amounts owed by Customer to the Bank over amounts due and payable to any third party. The Bank shall not be liable for dishonoring or refusing to accept wire transfer instructions or any other transactions provided for in this Agreement where the honoring, accepting, making, or effecting of such transactions would result in there being insufficient collected funds in the deposit account(s) to honor such transactions. The Bank shall notify Customer of any actions taken pursuant to this Section 6.7., but such notification shall not be a condition precedent to the right of the Bank to take any such action.

SECTION 6.8. OVERDRAFT CHARGES. If at any time Customer has an overall net negative collected balance in a deposit account, the Bank is authorized to assess an overdraft charge and interest fees in such amounts as may be established by the Bank from time to time. Upon notice that a deposit account has been overdrawn at any time, Customer agrees, without negating the effect of any other provision of this Agreement, to immediately deposit funds with the Bank to return and maintain the deposit account at a positive collected balance by the close of the Banking Day upon which notice of the overdraft was received by Customer. If Customer fails to comply with such requirement, the Bank shall have the discretion to debit any other deposit account of Customer to cover all or part of the overdraft, including any charges or interest due thereon. Alternatively, at the Bank's sole discretion, Customer may be deemed to have applied for an advance from the Bank in the amount of the overdraft and any overdraft charges and interest

due thereon. All of the terms and conditions of the standard forms then in use for advances by the Bank (which are incorporated herein by reference) shall apply to such advance in the event that the Bank, in its discretion, elects to approve and fund such application for such advance. However, nothing in this Agreement or any course of dealing between Customer and Bank shall create an obligation of the Bank to pay an item that would result in an overdraft. If Customer is not a member of the Bank, Customer will not be eligible for overdraft advances.

SECTION 6.9. ACCOUNT OPENING AND CLOSING. The Bank may close any deposit account established hereunder at any time by sending the collected balance of funds therein to Customer within five (5) Banking Days after the Bank gives notice of its intent to close the deposit account (said notice to be effective on the date given), and the Bank shall not be liable for dishonoring or refusing to accept any transaction provided for in this Agreement on or after the effective date of such notice. Each deposit account and all other accounts shall be deemed open at all times, unless notice is given by the Bank pursuant to the preceding sentence of this Section 6.9, or until the Bank actually receives written notice from Customer of its intent to close a deposit account or any other account. In the event that Customer shall give written notice of its intent to close any of its accounts with the Bank, said notice also shall instruct the Bank with respect to the disposition of the collected balance of funds or other items, as the case may be, that may be remaining in any account to be closed.

SECTION 6.10. AUTHORIZED USERS. Customer's secretary, assistant secretary, cashier, assistant cashier or other individual authorized under the Corporate Certificate of Authority or successor document shall from time to time after the execution of this Agreement certify to the Bank on forms specified by the Bank ("Authorization Forms") the names and specimen signatures of the persons who are authorized to give wire transfer instructions or to take any other action with respect to any matter provided for in this Agreement and that all such persons are authorized to perform all such acts incident to carrying out the powers conferred on such persons upon receipt of such forms by the Bank (an "Authorized User"). The Bank may rely upon such certifications without inquiry or further authorization and notwithstanding that the directed action may appear to benefit the person directing the action. Such certifications are incorporated herein as part of this Agreement and shall continue in effect until expressly revoked by Customer, notwithstanding the fact that subsequent certifications may authorize other persons to act for and on behalf of Customer. It shall be Customer's sole responsibility to update its Authorization Forms as necessary. The Bank shall bear no liability for any claims, demands, losses, damages, liabilities costs or expenses related to or arising out of the Bank's taking any action or refraining from taking any action in reliance on the direction, instruction or signature providing access to, or use of, any of the services hereunder to an individual if the most recent Authorization Form then in effect for that individual authorizes such access.

SECTION 6.11. TAPE RECORDING. Customer consents to the tape recording of telephonic instructions for the wire transfer of funds, other telephonic instructions made by Customer to the Bank, and all other telephonic discussions between Customer and the Bank with respect to the matters provided for in this Agreement, provided however, that the Bank, shall not at any time be required to record such instructions or discussions.

ARTICLE VII
Miscellaneous

SECTION 7.1. NO GUARANTY OF SERVICES. The execution of this Agreement does not automatically entitle Customer to the provision of any services contemplated hereunder nor does the Bank's provision of any particular service entitle Customer to the provision of any other types of services hereunder.

SECTION 7.2. USE OF AGENTS OR DESIGNEES. The Bank may use agents or designees to perform any of its obligations under this Agreement.

SECTION 7.3. INDEMNIFICATION. If the Bank acts with ordinary care, the Bank will have no liability to Customer and Customer will indemnify, defend and hold the Bank harmless against any loss or cost, including, without limitation, attorneys' fees, arising from the Bank's provision of services hereunder.

SECTION 7.4. NO WAIVERS. The failure of the Bank or Customer to exercise any right or privilege granted to it under this Agreement shall not operate as a waiver of that right or privilege or any other right or privilege.

SECTION 7.5. ENTIRE AGREEMENT. This Agreement and all matters incorporated herein by reference embodies the entire agreement and understanding between the parties herein relating to the subject matter hereof and supersedes all prior discussions, resolutions, understandings, and agreements between the parties that relate to such subject matter.

SECTION 7.6. ADDITIONAL PRODUCTS AND SERVICES. The Bank offers various products and services from time to time that are related to the subject matter of this Agreement. Customer agrees that it shall execute agreements in such form as the Bank may prescribe for such other products and services offered by the Bank that Customer seeks to avail itself from time to time. The terms and conditions of this Agreement shall apply to such agreements, unless the terms and conditions of such agreements are inconsistent herewith, in which event such inconsistent terms and conditions of such agreements shall control.

SECTION 7.7. TERMINATION. The Bank may terminate this Agreement for any reason or no reason, effective upon thirty (30) days notice to the Customer.

SECTION 7.8. LIMITATION OF LIABILITY. 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. Customer agrees that the Bank shall not be liable for any error or delay on the part of any agent or third party used by the Bank in the execution of any such transfer or related act. THE CUSTOMER UNDERSTANDS AND AGREES THAT ANY CLAIM AGAINST THE BANK SHALL BE LIMITED TO CLAIMS FOR WHICH A REMEDY IS PROVIDED BY EITHER ARTICLE 4A OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ILLINOIS OR BY THIS AGREEMENT, IRRESPECTIVE OF WHETHER OR NOT THE ASSERTED BANK DUTIES OR OBLIGATIONS BREACHED ARE DEEMED TO BE IN

ADDITION TO OR INCONSISTENT WITH THOSE SET FORTH HEREIN OR IN ARTICLE 4A OF THE UNIFORM COMMERCIAL CODE. 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 OR TO CUSTOMER.

SECTION 7.9. DESCRIPTIVE HEADINGS. The article and section headings in this Agreement are for convenience only and do not constitute part of this Agreement.

SECTION 7.10. GOVERNING LAW AND JURISDICTION. This Agreement and the services and products to which this Agreement applies shall be governed by the statutory and common law of the United States and, to the extent Federal law incorporates or defers to state law, the laws (exclusive of the choice of law provisions) of the State of Illinois. Additionally, the Federal Home Loan Bank Act, the rules, regulations guidelines, and statements of policy of the Federal Housing Finance Agency, the Board of Governors of the Federal Reserve System, and operating circulars of the Federal Reserve Banks shall be deemed applicable to this Agreement. 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.

Customer expressly agrees that any action or proceeding with respect to the performance or nonperformance of any term or condition contained herein shall be resolved by the United States District Court for the Northern District of Illinois, Eastern Division, or, if such action or proceeding may not be brought and maintained in said court, by an appropriate Circuit Court of the County of Cook, State of Illinois. Customer agrees that if any action or proceeding is brought by Customer against the Bank under or arising out of this Agreement or any transaction contemplated hereby and relief is not granted by the final decision after any and all appeals of a court of competent jurisdiction, Customer shall pay all costs and attorney's fees incurred by the Bank in connection therewith.

SECTION 7.11. FORCE MAJEURE. The Bank shall not be liable for any failure to perform properly its obligations under this Agreement when such failure arises from causes beyond its control, including, without limitation, war, insurrection, weather or any other act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide services or products used in connection with the execution of the Bank's obligations at issue.

SECTION 7.12. NOTICES. Except as expressly provided for in this Agreement, all remittances, reports, statements, items, notices, and other communications and writings given by the Bank to Customer in connection with this Agreement shall be deemed to have been given when sent to the address of Customer, or to such other address as Customer may designate to the Bank in writing from time to time. All correspondence, notices, communications, or writings given by Customer to the Bank in connection with this Agreement shall be deemed to have been given when actually received by the Bank at the mailing address of the Bank.

SECTION 7.13. ASSIGNMENT; SUCCESSORS. Except as otherwise provided herein, Customer may not assign this Agreement or any of its rights under this Agreement to any third party without the prior written consent of the Bank; notwithstanding the foregoing, the Bank may, without prior consent, assign any and all rights and delegate any and all duties under this Agreement to a successor in interest to the

Bank (whether by merger, sale or otherwise). This Agreement shall bind all successors and permitted assigns of Customer.

SECTION 7.14. INVALIDITY AND SEVERABILITY. In the event that any provision of this Agreement or the application hereof to any party hereto shall, to any extent, be invalid or unenforceable under any applicable statute, regulation, or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law, and the remainder of this Agreement and the application of any such invalid or unenforceable provisions to parties, jurisdictions or circumstances other than to whom or to which it is held invalid or unenforceable, shall not be affected or impaired thereby nor shall same affect the validity or enforceability of any other provision of this Agreement.

SECTION 7.15. SERVICE OF PROCESS. If the Bank receives any process, summons, order, injunction, execution, restraint, writ, attachment, lien, or notice (hereinafter referred to as "process"), which in the opinion of the Bank affects a deposit account established hereunder, the Bank may, at its option and without liability, thereupon refuse to honor or to accept any transaction provided for in this Agreement and may either hold the collected balances in such deposit account until the process is disposed of to the satisfaction of the Bank or to pay the collected balances to the source of such process. If the Bank receives any process which in the opinion of the Bank affects the deposit account or any other account established hereunder, the Bank will promptly notify Customer of any such process received.

IN WITNESS WHEREOF, Customer and the Bank, each acting through its respective authorized representative, have caused this Agreement to be signed in their names and delivered as of this

20th day of September, 2013.

American Family Mutual Insurance Co.

Full Corporate Name of Customer

By: 
Signature

Daniel J. Kelly

Typed Name of Signer

Chief Financial Officer

Title

FEDERAL HOME LOAN BANK OF CHICAGO

By: 

Title: EVP-CFO

CUSTOMER NO. 06962