

The Depository Trust Company
 A subsidiary of The Depository Trust & Clearing Corporation

FORM OF FIXED RATE NONCALLABLE CERTIFICATE OF DEPOSIT

[ISSUER]

NEGOTIABLE MASTER CERTIFICATE OF DEPOSIT
 (Fixed Rate Noncallable)

CUSIP Number: _____

This certifies that \$_____, constituting _____ transferable individual time deposit accounts (the “Deposit Accounts”), each in the amount of \$1,000.00, has been deposited with _____ (the “Issuer”), payable to Cede & Co., as nominee of The Depository Trust Company, as custodian for its participants (the “Payee”), each acting for itself and for others, or registered assigns. The Issuer promises to pay all amounts in respect of the Deposit Accounts as provided herein at the offices of The Depository Trust Company (“DTC”), 55 Water Street, New York, New York 10004, or at such other location in the State of New York as may be designated by the Payee.

This Negotiable Master Certificate of Deposit (this “Master Certificate”) arises out of the Brokerage Agreement dated as of _____, between the Issuer and _____ (the “Agreement”), and is issued in connection with a Blanket Letter of Representations between the Issuer and DTC.

The Deposit Accounts are issued in accordance with the following terms:

Issue Date: _____	Maturity Date: _____
Aggregate Principal Amount Deposited: \$ _____	Amount Per Deposit Account: \$1,000.00
Annual Interest Rate: _____ %	Term: _____

Interest

Interest on Deposit Accounts will be paid by the Issuer as indicated below (*check whichever applies*).

- Periodic Interest: Interest on Deposit Accounts will accrue from and including, as applicable, the Issue Date or the last Interest Payment Date (as defined below) on which

interest was paid to, but excluding, the next Interest Payment Date or the Maturity Date, as applicable and shall be paid by the Issuer <insert Payment Frequency (Monthly/Quarterly/Semi-annually/Annually)> beginning on <insert First Payment Date> and thereafter on each <insert Payment Frequency (Monthly/Quarterly/Semi-annual/Annual)> anniversary thereof (each date on which interest is paid, an “Interest Payment Date”). Any interest on Deposit Accounts accrued and unpaid as of the Maturity Date shall be paid by the Issuer on the Maturity Date.

Interest payments will be distributed on each Interest Payment Date by remitting such payments to the Payee in Federal or other immediately available funds on each such Interest Payment Date.

- At Maturity: Interest on Deposit Accounts will accrue from and including the Issue Date to, but excluding, the Maturity Date and shall be paid by the Issuer on the Maturity Date.

The interest payment will be distributed on the Maturity Date by remitting such payment to the Payee in Federal or other immediately available funds on the Maturity Date.

Interest on Deposit Accounts will be payable at a simple interest rate as stated above and computed on the basis of the actual number of days elapsed and a 365-day year.

Any interest payment due on an Interest Payment Date or the Maturity Date that is not a business day will be paid on the next succeeding business day. A “business day” shall be a day on which _____ and the banks in both the Issuer’s jurisdiction of organization and New York are open for business.

NO INTEREST WILL BE EARNED AFTER THE MATURITY DATE.

Waivers

The Issuer hereby waives presentment, notice of dishonor and protest.

No Early Withdrawal

Except as set forth below, no withdrawal may be made from any Deposit Account prior to the Maturity Date.

Early withdrawal from any Deposit Account will be allowed following the death or adjudication of incompetence of the owner thereof. In such event, and upon written request of the Payee, the Issuer shall pay the sum of (i) the full amount on deposit in such Deposit Account and (ii) the amount of unpaid interest that has accrued on the Deposit Account from the Issue Date to, but not including, the date of early withdrawal.

Notations on or Reissuance of Master Certificate

In the event of an early withdrawal of any Deposit Account(s), or the issuance by the Issuer (with the cooperation of the Payee) of an individual certificate of deposit in respect of any Deposit Account(s), at the election of the Payee, either (i) this Master Certificate will be destroyed and the Issuer will issue in lieu hereof (but in the same form) a new Master Certificate to evidence the aggregate number and amount of Deposit Accounts evidenced hereby then outstanding or (ii) in lieu of presentment of this Master Certificate and the issuance of any such new Master Certificate, the Payee will make an appropriate notation on this Master Certificate showing the date and amount of each such withdrawal or issuance and the aggregate dollar amount of the Deposit Accounts then still outstanding after giving effect thereto.

Termination of Deposit Insurance

If the Issuer's deposit insurance is terminated by the Federal Deposit Insurance Corporation (the "FDIC") or the Issuer, the Deposit Accounts will be redeemed by the Issuer on the last business day on which the Issuer's deposits would be insured by the FDIC. In such event, the Issuer shall pay the sum of (i) the full amount on deposit in the Deposit Accounts, and (ii) the amount of unpaid interest that has accrued on the Deposit Accounts from the Issue Date to, but not including, the date of redemption. These amounts will be remitted to the Payee, in Federal or other immediately available funds. Upon receipt of such amounts, the Payee will mark this Master Certificate as "paid in full" and destroy this Master Certificate.

Maturity

At the Maturity Date, the Payee is under no obligation to present or return this Master Certificate to the Issuer. In addition, upon maturity of this Master Certificate, and upon receipt of the sum of (i) the full amount on deposit in the Deposit Accounts represented hereby, and (ii) the amount of unpaid interest which has accrued on such Deposit Accounts from the Issue Date to, but not including, the Maturity Date, the Payee will mark this Master Certificate as "paid in full" and destroy this Master Certificate.

No Additions

No additions may be made to any Deposit Account evidenced by this Master Certificate.

Financial Asset

This Master Certificate shall be treated as a "financial asset" under Article 8 of the New York Uniform Commercial Code.

Transfers

This Master Certificate may be transferred only by delivery by the Payee of this Master Certificate, and any such transfer must include the indorsement of the Payee on this Master Certificate. Upon

any such transfer in accordance with the terms of this Master Certificate, the person to whom this Master Certificate is transferred shall become the Payee for all purposes hereunder, and all references to the "Payee" herein shall thereafter mean such transferee.

Electronic Nature of Master Certificate

The following provisions are applicable for so long as this Master Certificate is in Electronic Form.

This Master Certificate is an electronic record created in accordance with the provisions of the New York Electronic Signature Records Act ("ESRA"). If, at any time, it is determined that ESRA does not apply, this Master Certificate shall constitute a transferable record under the Uniform Electronic Transactions Act as adopted in the Issuer's jurisdiction of organization (if applicable).

This Master Certificate will be stored electronically in a system designated by the Payee which will date, encrypt and store all of the electronic information herein in a manner that reliably establishes the Payee (or any transferee) as the person to which this Master Certificate was originally issued or transferred (such system being hereinafter referred to as the "e-vault"). The only copy of this Master Certificate that is the authoritative copy will be the copy maintained in the e-vault that is under the control of the Payee.

Notations, marks and other revisions affecting this Master Certificate will be in electronic form and attached or logically associated with this Master Certificate through the facilities of the e-vault.

At any time that the Payee is required to destroy this Master Certificate in accordance with the terms hereof, the Payee will cause the authoritative copy of this Master Certificate to be destroyed or permanently marked as a "copy," in each case, through the facilities of the e-vault.

In connection with any transfer of this Master Certificate, this Master Certificate will be delivered through the facilities of the e-vault, and must include the indorsement of the Payee using an electronic symbol or process attached to or logically associated with this Electronic Master Certificate with the intent to effect a transfer of this record.

Dated: _____

By: [ISSUER]

Name:
Title:

The Depository Trust Company
 A subsidiary of The Depository Trust & Clearing Corporation

FORM OF FIXED RATE CALLABLE CERTIFICATE OF DEPOSIT

[ISSUER]

NEGOTIABLE MASTER CERTIFICATE OF DEPOSIT
 (Fixed Rate Callable)

CUSIP Number: _____

This certifies that \$_____, constituting _____ transferable individual time deposit accounts (the “Deposit Accounts”), each in the amount of \$1,000.00, has been deposited with _____ (the “Issuer”), payable to Cede & Co., as nominee of The Depository Trust Company, as custodian for its participants (the “Payee”), each acting for itself and for others, or registered assigns. The Issuer promises to pay all amounts in respect of the Deposit Accounts as provided herein at the offices of The Depository Trust Company (“DTC”), 55 Water Street, New York, New York 10004, or at such other location in the State of New York as may be designated by the Payee.

This Negotiable Master Certificate of Deposit (this “Master Certificate”) arises out of the Brokerage Agreement dated as of _____, between the Issuer and _____ (the “Agreement”), and is issued in connection with a Blanket Letter of Representations between the Issuer and DTC.

The Deposit Accounts are issued in accordance with the following terms:

Issue Date: _____	Maturity Date: _____
Aggregate Principal Amount Deposited: \$ _____	Amount Per Deposit Account: \$1,000.00
Annual Interest Rate: _____ %	Term: _____

Call Provision

This Master Certificate is callable, at the option of the Issuer, in whole, but not in part, prior to the Maturity Date, at par on <insert First Call Date> and <insert Frequency of Call (Monthly/Quarterly/Semi-annual/Annual)> thereafter (any such date, the “Call Date”), on 15 calendar days prior written notice to the Payee.

Interest

Interest on Deposit Accounts will be paid by the Issuer as indicated below (*check whichever applies*).

- Periodic Interest: Interest on Deposit Accounts will accrue from and including, as applicable, the Issue Date or the last Interest Payment Date (as defined below) on which interest was paid to, but excluding, the next Interest Payment Date, the Call Date or the Maturity Date, as applicable and shall be paid by the Issuer <insert Payment Frequency (Monthly/Quarterly/Semi-annually/Annually)> beginning on <insert First Payment Date> and thereafter on each <insert Payment Frequency (Monthly/Quarterly/Semi-annual/Annual)> anniversary thereof (each date on which interest is paid, an “Interest Payment Date”). Any interest on Deposit Accounts accrued and unpaid as of the Call Date or the Maturity Date shall be paid by the Issuer on the Call Date or the Maturity Date, as applicable.

Interest payments will be distributed on each Interest Payment Date by remitting such payments to the Payee in Federal or other immediately available funds on each such Interest Payment Date.

- At Maturity: Interest on Deposit Accounts will accrue from and including the Issue Date to, but excluding, the Call Date or the Maturity Date and shall be paid by the Issuer on the Call Date or the Maturity Date, as applicable.

The interest payment will be distributed on the Call Date or the Maturity Date by remitting such payment to the Payee in Federal or other immediately available funds on the Call Date or the Maturity Date, as applicable.

Any interest payment due on an Interest Payment Date, the Call Date or the Maturity Date that is not a business day will be paid on the next succeeding business day. A “business day” shall be a day on which _____ and the banks in both the Issuer’s jurisdiction of organization and New York are open for business.

NO INTEREST WILL BE EARNED AFTER THE CALL DATE OR THE MATURITY DATE, AS APPLICABLE.

Waivers

The Issuer hereby waives presentment, notice of dishonor and protest.

No Early Withdrawal

Except as set forth below, no withdrawal may be made from any Deposit Account prior to the Call Date or the Maturity Date, as applicable.

Early withdrawal from any Deposit Account will be allowed following the death or adjudication of incompetence of the owner thereof. In such event, and upon written request of the Payee, the Issuer shall pay the sum of (i) the full amount on deposit in such Deposit Account and (ii) the amount of unpaid interest that has accrued on the Deposit Account from the Issue Date to, but not including, the date of early withdrawal.

Notations on or Reissuance of Master Certificate

In the event of an early withdrawal of any Deposit Account(s), or the issuance by the Issuer (with the cooperation of the Payee) of an individual certificate of deposit in respect of any Deposit Account(s), at the election of the Payee, either (i) this Master Certificate will be destroyed and the Issuer will issue in lieu hereof (but in the same form) a new Master Certificate to evidence the aggregate number and amount of Deposit Accounts evidenced hereby then outstanding or (ii) in lieu of presentment of this Master Certificate and the issuance of any such new Master Certificate, the Payee will make an appropriate notation on this Master Certificate showing the date and amount of each such withdrawal or issuance and the aggregate dollar amount of the Deposit Accounts then still outstanding after giving effect thereto.

Termination of Deposit Insurance

If the Issuer's deposit insurance is terminated by the Federal Deposit Insurance Corporation (the "FDIC") or the Issuer, the Deposit Accounts will be redeemed by the Issuer on the last business day on which the Issuer's deposits would be insured by the FDIC. In such event, the Issuer shall pay the sum of (i) the full amount on deposit in the Deposit Accounts, and (ii) the amount of unpaid interest that has accrued on the Deposit Accounts from the Issue Date to, but not including, the date of redemption. These amounts will be remitted to the Payee, in Federal or other immediately available funds. Upon receipt of such amounts, the Payee will mark this Master Certificate as "paid in full" and destroy this Master Certificate.

Maturity/Earlier Call

At the Maturity Date or the Call Date the Payee is under no obligation to present or return this Master Certificate to the Issuer. In addition, upon maturity or the earlier call of this Master Certificate, and upon receipt of the sum of (i) the full amount on deposit in the Deposit Accounts represented hereby, and (ii) the amount of unpaid interest which has accrued on such Deposit Accounts from the Issue Date to, but not including, the Maturity Date or the Call Date, as applicable, the Payee will mark this Master Certificate as "paid in full" and destroy this Master Certificate.

No Additions

No additions may be made to any Deposit Account evidenced by this Master Certificate.

Financial Asset

This Master Certificate shall be treated as a “financial asset” under Article 8 of the New York Uniform Commercial Code.

Transfers

This Master Certificate may be transferred only by delivery by the Payee of this Master Certificate, and any such transfer must include the indorsement of the Payee on this Master Certificate. Upon any such transfer in accordance with the terms of this Master Certificate, the person to whom this Master Certificate is transferred shall become the Payee for all purposes hereunder, and all references to the “Payee” herein shall thereafter mean such transferee.

Electronic Nature of Master Certificate

The following provisions are applicable for so long as this Master Certificate is in Electronic Form.

This Master Certificate is an electronic record created in accordance with the provisions of the New York Electronic Signature Records Act (“ESRA”). If, at any time, it is determined that ESRA does not apply, this Master Certificate shall constitute a transferable record under the Uniform Electronic Transactions Act as adopted in the Issuer’s jurisdiction of organization (if applicable).

This Master Certificate will be stored electronically in a system designated by the Payee which will date, encrypt and store all of the electronic information herein in a manner that reliably establishes the Payee (or any transferee) as the person to which this Master Certificate was originally issued or transferred (such system being hereinafter referred to as the “e-vault”). The only copy of this Master Certificate that is the authoritative copy will be the copy maintained in the e-vault that is under the control of the Payee.

Notations, marks and other revisions affecting this Master Certificate will be in electronic form and attached or logically associated with this Master Certificate through the facilities of the e-vault.

At any time that the Payee is required to destroy this Master Certificate in accordance with the terms hereof, the Payee will cause the authoritative copy of this Master Certificate to be destroyed or permanently marked as a “copy,” in each case, through the facilities of the e-vault.

In connection with any transfer of this Master Certificate, this Master Certificate will be delivered through the facilities of the e-vault, and must include the indorsement of the Payee using an electronic symbol or process attached to or logically associated with this Electronic Master Certificate with the intent to effect a transfer of this record.

Dated: _____

By: [ISSUER]

Name:
Title:

The Depository Trust Company
 A subsidiary of The Depository Trust & Clearing Corporation

FORM OF STEP RATE NONCALLABLE CERTIFICATE OF DEPOSIT

[ISSUER]

NEGOTIABLE MASTER CERTIFICATE OF DEPOSIT
 (Step Rate Noncallable)

CUSIP Number: _____

This certifies that \$_____, constituting _____ transferable individual time deposit accounts (the “Deposit Accounts”), each in the amount of \$1,000.00, has been deposited with _____ (the “Issuer”), payable to Cede & Co., as nominee of The Depository Trust Company, as custodian for its participants (the “Payee”), each acting for itself and for others, or registered assigns. The Issuer promises to pay all amounts in respect of the Deposit Accounts as provided herein at the offices of The Depository Trust Company (“DTC”), 55 Water Street, New York, New York 10004, or at such other location in the State of New York as may be designated by the Payee.

This Negotiable Master Certificate of Deposit (this “Master Certificate”) arises out of the Brokerage Agreement dated as of _____, between the Issuer and _____ (the “Agreement”), and is issued in connection with a Blanket Letter of Representations between the Issuer and DTC.

The Deposit Accounts are issued in accordance with the following terms:

Issue Date: _____	Maturity Date: _____
Aggregate Principal Amount Deposited: \$ _____	Amount Per Deposit Account: \$ 1,000.00
Term: _____	Annual Interest Rate: _____ Step Rate, as described below

Interest

Interest on Deposit Accounts will be payable at the rates (each, a “Step Rate”) set forth on Schedule 1 attached hereto and made a part hereof.

Interest on Deposit Accounts will be payable at a simple interest rate as stated above and computed on the basis of the actual number of days elapsed and a 365-day year. Interest on Deposit Accounts

will accrue from and including, as applicable, the Issue Date or the last Interest Payment Date (as defined below) on which interest was paid to, but excluding, the next Interest Payment Date or the Maturity Date, as applicable.

Interest on Deposit Accounts shall be paid by the Issuer <insert Payment Frequency (Monthly/Quarterly/Semi-annually/Annually)> beginning on <insert First Payment Date> and thereafter on each <insert Payment Frequency (Monthly/Quarterly/Semi-annual/Annual)> anniversary thereof (each date on which interest is paid, an "Interest Payment Date"). Any interest on Deposit Accounts accrued and unpaid as of the Maturity Date shall be paid by the Issuer on the Maturity Date.

Any interest payment due on an Interest Payment Date or the Maturity Date that is not a business day will be paid on the next succeeding business day. A "business day" shall be a day on which _____ and the banks in both the Issuer's jurisdiction of organization and New York are open for business.

Interest payments will be distributed on each Interest Payment Date by remitting such payments to the Payee in Federal or other immediately available funds on each such Interest Payment Date. NO INTEREST WILL BE EARNED AFTER THE MATURITY DATE.

Waivers

The Issuer hereby waives presentment, notice of dishonor and protest.

No Early Withdrawal

Except as set forth below, no withdrawal may be made from any Deposit Account prior to the Maturity Date.

Early withdrawal from any Deposit Account will be allowed following the death or adjudication of incompetence of the owner thereof. In such event, and upon written request of the Payee, the Issuer shall pay the sum of (i) the full amount on deposit in such Deposit Account and (ii) the amount of unpaid interest that has accrued on the Deposit Account from the Issue Date to, but not including, the date of early withdrawal.

Notations on or Reissuance of Master Certificate

In the event of an early withdrawal of any Deposit Account(s), or the issuance by the Issuer (with the cooperation of the Payee) of an individual certificate of deposit in respect of any Deposit Account(s), at the election of the Payee, either (i) this Master Certificate will be destroyed and the Issuer will issue in lieu hereof (but in the same form) a new Master Certificate to evidence the aggregate number and amount of Deposit Accounts evidenced hereby then outstanding or (ii) in lieu of presentment of this Master Certificate and the issuance of any such new Master Certificate, the Payee will make an appropriate notation on this Master Certificate showing the date and amount of each such withdrawal or issuance and the aggregate dollar amount of the Deposit Accounts then still outstanding after giving effect thereto.

Termination of Deposit Insurance

If the Issuer's deposit insurance is terminated by the Federal Deposit Insurance Corporation (the "FDIC") or the Issuer, the Deposit Accounts will be redeemed by the Issuer on the last business day on which the Issuer's deposits would be insured by the FDIC. In such event, the Issuer shall pay the sum of (i) the full amount on deposit in the Deposit Accounts, and (ii) the amount of unpaid interest that has accrued on the Deposit Accounts from the Issue Date to, but not including, the date of redemption. These amounts will be remitted to the Payee, in Federal or other immediately available funds. Upon receipt of such amounts, the Payee will mark this Master Certificate as "paid in full" and destroy this Master Certificate.

Maturity

At the Maturity Date, the Payee is under no obligation to present or return this Master Certificate to the Issuer. In addition, upon maturity of this Master Certificate, and upon receipt of the sum of (i) the full amount on deposit in the Deposit Accounts represented hereby, and (ii) the amount of unpaid interest which has accrued on such Deposit Accounts from the Issue Date to, but not including, the Maturity Date, the Payee will mark this Master Certificate as "paid in full" and destroy this Master Certificate.

No Additions

No additions may be made to any Deposit Account evidenced by this Master Certificate.

Financial Asset

This Master Certificate shall be treated as a "financial asset" under Article 8 of the New York Uniform Commercial Code.

Transfers

This Master Certificate may be transferred only by delivery by the Payee of this Master Certificate, and any such transfer must include the indorsement of the Payee on this Master Certificate. Upon any such transfer in accordance with the terms of this Master Certificate, the person to whom this Master Certificate is transferred shall become the Payee for all purposes hereunder, and all references to the "Payee" herein shall thereafter mean such transferee.

Electronic Nature of Master Certificate

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This Master Certificate is an electronic record created in accordance with the provisions of the New York Electronic Signature Records Act ("ESRA"). If, at any time, it is determined that ESRA does not apply, this Master Certificate shall constitute a transferable record under the Uniform Electronic Transactions Act as adopted in the Issuer's jurisdiction of organization (if applicable).

This Master Certificate will be stored electronically in a system designated by the Payee which will date, encrypt and store all of the electronic information herein in a manner that reliably establishes the Payee (or any transferee) as the person to which this Master Certificate was originally issued or transferred (such system being hereinafter referred to as the "e-vault"). The only copy of this Master Certificate that is the authoritative copy will be the copy maintained in the e-vault that is under the control of the Payee.

Notations, marks and other revisions affecting this Master Certificate will be in electronic form and attached or logically associated with this Master Certificate through the facilities of the e-vault.

At any time that the Payee is required to destroy this Master Certificate in accordance with the terms hereof, the Payee will cause the authoritative copy of this Master Certificate to be destroyed or permanently marked as a "copy," in each case, through the facilities of the e-vault.

In connection with any transfer of this Master Certificate, this Master Certificate will be delivered through the facilities of the e-vault, and must include the indorsement of the Payee using an electronic symbol or process attached to or logically associated with this Electronic Master Certificate with the intent to effect a transfer of this record.

Dated: _____

By: [ISSUER]

Name:

Title:

Schedule 1

Step Rates

<u>From (and including)</u>	<u>To (but excluding)</u>	<u>Step Rate</u>
<insert Issue Date>	<insert 1st Step-Up Date>	<insert Initial Interest Rate>
<insert 1st Step-Up Date>	<insert 2nd Step-Up Date>	<insert 1st Step Rate>
<insert 2nd Step-Up Date>	<insert 3rd Step-Up Date>	<insert 2nd Step Rate>
<insert 3rd Step-Up Date>	<insert 4th Step-Up Date>	<insert 3rd Step Rate>
<insert 4th Step-Up Date>	<insert 5th Step-Up Date>	<insert 4th Step Rate>
<insert 5th Step-Up Date>	<insert 6th Step-Up Date>	<insert 5th Step Rate>
<insert 6th Step-Up Date>	<insert 7th Step-Up Date>	<insert 6th Step Rate>
<insert 7th Step-Up Date>	<insert 8th Step-Up Date>	<insert 7th Step Rate>
<insert 8th Step-Up Date>	<insert 9th Step-Up Date>	<insert 8th Step Rate>
<insert 9th Step-Up Date>	<insert 10th Step-Up Date>	<insert 9th Step Rate>
<insert 10th Step-Up Date>	<insert 11th Step-Up Date>	<insert 10th Step Rate>
<insert 11th Step-Up Date>	<insert 12th Step-Up Date>	<insert 11th Step Rate>
<insert 12th Step-Up Date>	<insert 13th Step-Up Date>	<insert 12th Step Rate>
<insert 13th Step-Up Date>	<insert 14th Step-Up Date>	<insert 13th Step Rate>
<insert 14th Step-Up Date>	<insert 15th Step-Up Date>	<insert 14th Step Rate>
<insert 15th Step-Up Date>	<insert 16th Step-Up Date>	<insert 15th Step Rate>
<insert 16th Step-Up Date>	<insert 17th Step-Up Date>	<insert 16th Step Rate>
<insert 17th Step-Up Date>	<insert 18th Step-Up Date>	<insert 17th Step Rate>
<insert 18th Step-Up Date>	<insert 19th Step-Up Date>	<insert 18th Step Rate>
<insert 19th Step-Up Date>	<insert 20th Step-Up Date>	<insert 19th Step Rate>
<insert 20th Step-Up Date>	<insert 21st Step-Up Date>	<insert 20th Step Rate>
<insert 21st Step-Up Date>	<insert 22nd Step-Up Date>	<insert 21st Step Rate>
<insert 22nd Step-Up Date>	<insert 23rd Step-Up Date>	<insert 22nd Step Rate>
<insert 23rd Step-Up Date>	<insert 24th Step-Up Date>	<insert 23rd Step Rate>
<insert 24th Step-Up Date>	<insert 25th Step-Up Date>	<insert 24th Step Rate>
<insert 25th Step-Up Date>	<insert Maturity Date>	<insert 25th Step Rate>

The Depository Trust Company
 A subsidiary of The Depository Trust & Clearing Corporation

FORM OF STEP RATE CALLABLE CERTIFICATE OF DEPOSIT

[ISSUER]

NEGOTIABLE MASTER CERTIFICATE OF DEPOSIT
 (Step Rate Callable)

CUSIP Number: _____

This certifies that \$ _____, constituting _____ transferable individual time deposit accounts (the “Deposit Accounts”), each in the amount of \$1,000.00, has been deposited with _____ (the “Issuer”), payable to Cede & Co., as nominee of The Depository Trust Company, as custodian for its participants (the “Payee”), each acting for itself and for others, or registered assigns. The Issuer promises to pay all amounts in respect of the Deposit Accounts as provided herein at the offices of The Depository Trust Company (“DTC”), 55 Water Street, New York, New York 10004, or at such other location in the State of New York as may be designated by the Payee.

This Negotiable Master Certificate of Deposit (this “Master Certificate”) arises out of the Brokerage Agreement dated as of _____, between the Issuer and _____ (the “Agreement”), and is issued in connection with a Blanket Letter of Representations between the Issuer and DTC.

The Deposit Accounts are issued in accordance with the following terms:

Issue Date: _____	Maturity Date: _____
Aggregate Principal Amount Deposited: \$ _____	Amount Per Deposit Account: \$ 1,000.00
Term: _____	Annual Interest Rate: <u>Step Rate, as described below</u>

Call Provision

This Master Certificate is callable, at the option of the Issuer, in whole, but not in part, prior to the Maturity Date, at par on <insert First Call Date> and <insert Frequency of Call (Monthly/Quarterly/Semi-annual/Annual)> thereafter (any such date, the “Call Date”), on 15 calendar days prior written notice to the Payee.

Interest

Interest on Deposit Accounts will be payable at the rates (each, a “Step Rate”) set forth on Schedule 1 attached hereto and made a part hereof.

Interest on Deposit Accounts will be payable at a simple interest rate as stated above and computed on the basis of the actual number of days elapsed and a 365-day year. Interest on Deposit Accounts will accrue from and including, as applicable, the Issue Date or the last Interest Payment Date (as defined below) on which interest was paid to, but excluding, the next Interest Payment Date, the Call Date or the Maturity Date, as applicable.

Interest on Deposit Accounts shall be paid by the Issuer <insert Payment Frequency (Monthly/Quarterly/Semi-annually/Annually)> beginning on <insert First Payment Date> and thereafter on each <insert Payment Frequency (Monthly/Quarterly/Semi-annual/Annual)> anniversary thereof (each date on which interest is paid, an “Interest Payment Date”). Any interest on Deposit Accounts accrued and unpaid as of the Call Date or the Maturity Date shall be paid by the Issuer on the Call Date or the Maturity Date, as applicable.

Any interest payment due on an Interest Payment Date, the Call Date or the Maturity Date that is not a business day will be paid on the next succeeding business day. A “business day” shall be a day on which _____ and the banks in both the Issuer’s jurisdiction of organization and New York are open for business.

Interest payments will be distributed on each Interest Payment Date by remitting such payments to the Payee in Federal or other immediately available funds on each such Interest Payment Date. NO INTEREST WILL BE EARNED AFTER THE CALL DATE OR THE MATURITY DATE, AS APPLICABLE.

Waivers

The Issuer hereby waives presentment, notice of dishonor and protest.

No Early Withdrawal

Except as set forth below, no withdrawal may be made from any Deposit Account prior to the Call Date or the Maturity Date, as applicable.

Early withdrawal from any Deposit Account will be allowed following the death or adjudication of incompetence of the owner thereof. In such event, and upon written request of the Payee, the Issuer shall pay the sum of (i) the full amount on deposit in such Deposit Account and (ii) the amount of unpaid interest that has accrued on the Deposit Account from the Issue Date to, but not including, the date of early withdrawal.

Notations on or Reissuance of Master Certificate

In the event of an early withdrawal of any Deposit Account(s), or the issuance by the Issuer (with the cooperation of the Payee) of an individual certificate of deposit in respect of any Deposit Account(s), at the election of the Payee, either (i) this Master Certificate will be destroyed and the

Issuer will issue in lieu hereof (but in the same form) a new Master Certificate to evidence the aggregate number and amount of Deposit Accounts evidenced hereby then outstanding or (ii) in lieu of presentment of this Master Certificate and the issuance of any such new Master Certificate, the Payee will make an appropriate notation on this Master Certificate showing the date and amount of each such withdrawal or issuance and the aggregate dollar amount of the Deposit Accounts then still outstanding after giving effect thereto.

Termination of Deposit Insurance

If the Issuer's deposit insurance is terminated by the Federal Deposit Insurance Corporation (the "FDIC") or the Issuer, the Deposit Accounts will be redeemed by the Issuer on the last business day on which the Issuer's deposits would be insured by the FDIC. In such event, the Issuer shall pay the sum of (i) the full amount on deposit in the Deposit Accounts, and (ii) the amount of unpaid interest that has accrued on the Deposit Accounts from the Issue Date to, but not including, the date of redemption. These amounts will be remitted to the Payee, in Federal or other immediately available funds. Upon receipt of such amounts, the Payee will mark this Master Certificate as "paid in full" and destroy this Master Certificate.

Maturity/Earlier Call

At the Maturity Date or the Call Date the Payee is under no obligation to present or return this Master Certificate to the Issuer. In addition, upon maturity or the earlier call of this Master Certificate, and upon receipt of the sum of (i) the full amount on deposit in the Deposit Accounts represented hereby, and (ii) the amount of unpaid interest which has accrued on such Deposit Accounts from the Issue Date to, but not including, the Maturity Date or the Call Date, as applicable, the Payee will mark this Master Certificate as "paid in full" and destroy this Master Certificate.

No Additions

No additions may be made to any Deposit Account evidenced by this Master Certificate.

Financial Asset

This Master Certificate shall be treated as a "financial asset" under Article 8 of the New York Uniform Commercial Code.

Transfers

This Master Certificate may be transferred only by delivery by the Payee of this Master Certificate, and any such transfer must include the indorsement of the Payee on this Master Certificate. Upon any such transfer in accordance with the terms of this Master Certificate, the person to whom this Master Certificate is transferred shall become the Payee for all purposes hereunder, and all references to the "Payee" herein shall thereafter mean such transferee.

Electronic Nature of Master Certificate

The following provisions are applicable for so long as this Master Certificate is in Electronic Form.

This Master Certificate is an electronic record created in accordance with the provisions of the New York Electronic Signature Records Act (“ESRA”). If, at any time, it is determined that ESRA does not apply, this Master Certificate shall constitute a transferable record under the Uniform Electronic Transactions Act as adopted in the Issuer’s jurisdiction of organization (if applicable).

This Master Certificate will be stored electronically in a system designated by the Payee which will date, encrypt and store all of the electronic information herein in a manner that reliably establishes the Payee (or any transferee) as the person to which this Master Certificate was originally issued or transferred (such system being hereinafter referred to as the “e-vault”). The only copy of this Master Certificate that is the authoritative copy will be the copy maintained in the e-vault that is under the control of the Payee.

Notations, marks and other revisions affecting this Master Certificate will be in electronic form and attached or logically associated with this Master Certificate through the facilities of the e-vault.

At any time that the Payee is required to destroy this Master Certificate in accordance with the terms hereof, the Payee will cause the authoritative copy of this Master Certificate to be destroyed or permanently marked as a “copy,” in each case, through the facilities of the e-vault.

In connection with any transfer of this Master Certificate, this Master Certificate will be delivered through the facilities of the e-vault, and must include the indorsement of the Payee using an electronic symbol or process attached to or logically associated with this Electronic Master Certificate with the intent to effect a transfer of this record.

Dated: _____

By: [ISSUER]

Name:

Title:

Schedule 1

Step Rates

<u>From (and including)</u>	<u>To (but excluding)</u>	<u>Step Rate</u>
<insert Issue Date>	<insert 1st Step-Up Date>	<insert Initial Interest Rate>
<insert 1st Step-Up Date>	<insert 2nd Step-Up Date>	<insert 1st Step Rate>
<insert 2nd Step-Up Date>	<insert 3rd Step-Up Date>	<insert 2nd Step Rate>
<insert 3rd Step-Up Date>	<insert 4th Step-Up Date>	<insert 3rd Step Rate>
<insert 4th Step-Up Date>	<insert 5th Step-Up Date>	<insert 4th Step Rate>
<insert 5th Step-Up Date>	<insert 6th Step-Up Date>	<insert 5th Step Rate>
<insert 6th Step-Up Date>	<insert 7th Step-Up Date>	<insert 6th Step Rate>
<insert 7th Step-Up Date>	<insert 8th Step-Up Date>	<insert 7th Step Rate>
<insert 8th Step-Up Date>	<insert 9th Step-Up Date>	<insert 8th Step Rate>
<insert 9th Step-Up Date>	<insert 10th Step-Up Date>	<insert 9th Step Rate>
<insert 10th Step-Up Date>	<insert 11th Step-Up Date>	<insert 10th Step Rate>
<insert 11th Step-Up Date>	<insert 12th Step-Up Date>	<insert 11th Step Rate>
<insert 12th Step-Up Date>	<insert 13th Step-Up Date>	<insert 12th Step Rate>
<insert 13th Step-Up Date>	<insert 14th Step-Up Date>	<insert 13th Step Rate>
<insert 14th Step-Up Date>	<insert 15th Step-Up Date>	<insert 14th Step Rate>
<insert 15th Step-Up Date>	<insert 16th Step-Up Date>	<insert 15th Step Rate>
<insert 16th Step-Up Date>	<insert 17th Step-Up Date>	<insert 16th Step Rate>
<insert 17th Step-Up Date>	<insert 18th Step-Up Date>	<insert 17th Step Rate>
<insert 18th Step-Up Date>	<insert 19th Step-Up Date>	<insert 18th Step Rate>
<insert 19th Step-Up Date>	<insert 20th Step-Up Date>	<insert 19th Step Rate>
<insert 20th Step-Up Date>	<insert 21st Step-Up Date>	<insert 20th Step Rate>
<insert 21st Step-Up Date>	<insert 22nd Step-Up Date>	<insert 21st Step Rate>
<insert 22nd Step-Up Date>	<insert 23rd Step-Up Date>	<insert 22nd Step Rate>
<insert 23rd Step-Up Date>	<insert 24th Step-Up Date>	<insert 23rd Step Rate>
<insert 24th Step-Up Date>	<insert 25th Step-Up Date>	<insert 24th Step Rate>
<insert 25th Step-Up Date>	<insert Maturity Date>	<insert 25th Step Rate>

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS FOR ELECTRONIC ISSUES OF RETAIL (BROKERED) CERTIFICATES OF DEPOSIT

(To be completed by Issuer)

(Name of Issuer)

(Base CUSIP Number)

(Date)

The Depository Trust Company
18301 Bermuda Green Drive
Tampa, FL 33647
Attention: Underwriting Department

Ladies and Gentlemen:

This letter (the "BLOR") is executed in connection with and sets forth our understanding with respect to all electronic issues of Negotiable Master Certificates of Deposit representing retail (brokered) certificates of deposit (each, a "Master Certificate") bearing the base CUSIP number listed above that the Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC"). Each Master Certificate issued by the Issuer bearing the base CUSIP number listed above shall be deemed issued as part of the same transaction in which this BLOR was executed.

Issuer is: (**Note: check whichever applies**)

incorporated in formed under the laws of _____.

To induce DTC to accept the Master Certificates as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Master Certificates, the Issuer represents to DTC that the Issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time. The Issuer further represents to DTC that the Issuer will comply with the requirements set forth in Rider A to this BLOR, which is

incorporated herein and forms a part of this BLOR, and that the representations and warranties contained therein are true and correct as of the date hereof and shall be true and correct on and as of each date on which the Issuer issues a Master Certificate bearing the base CUSIP number listed above.

Very truly yours,

(Issuer)

By: _____
(Authorized Officer's Signature)

(Print Name)

(Street Address)

(City) (State) (Country)(Zip Code)

(Phone Number)

(Email)

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

Rider A

(representations, warranties and agreements to be included in the DTC Blanket Letter of Representations for electronic issues of retail (brokered) certificates of deposit)

1. This Rider A is incorporated into and forms a part of the Blanket Letter of Representations executed by the Issuer with respect to all electronic issues of Negotiable Master Certificates of Deposit representing retail (brokered) certificates of deposit (each, a “Master Certificate”) bearing the base CUSIP number listed therein that the Issuer shall request to be made eligible for deposit by DTC (together with this Rider A, the “BLOR”). Capitalized terms used herein and not otherwise defined herein (including Section 5 hereof) shall have the meanings ascribed thereto in the Blanket Letter of Representations.

2. To induce DTC to accept the Issuer’s Master Certificates as eligible for deposit at DTC, the Issuer hereby agrees and understands that:

a. Each Master Certificate shall be issued using a form which will be provided by DTC, using the electronic facilities designated by DTC for such purposes, and such Master Certificate shall be stored electronically in a system designated by DTC through which the Master Certificate will be dated and encrypted, and in which all of the electronic information in the Master Certificate will be stored, in a manner that reliably establishes Cede & Co., as nominee of DTC (or any transferee) as the person to which such Master Certificate was originally issued or transferred (such system being hereinafter referred to as the “e-vault”).

b. Each Master Certificate issued by the Issuer (i) shall be an electronic record created in accordance with the provisions of ESRA, and (ii) shall be identified as a certificate of deposit of the Issuer that the Issuer has signed, saved, sent and stored by Electronic Means, valid for all legal purposes as set forth in ESRA.

c. Cede & Co., as nominee of DTC, as custodian for its participants, each acting for itself and for others, or its registered assigns, shall be the person designated and identified in the e-vault as the person to which the Master Certificate was issued (the “Controller”) and shall be the holder thereof, as defined in Section 1-201(21) of NYUCC, and have the same rights and defenses as a holder of an equivalent record or writing for all purposes under the NYUCC.

d. Notations, transfers and any other revisions affecting a Master Certificate may be made only with the consent of the Controller and shall be electronically attached to or logically associated with the Master Certificate through the facilities of the e-vault in a manner that produces an audit trail. The audit trail shall form a part of the Master Certificate, and all references herein to the “Master Certificate” shall include the audit trail.

e. Each Master Certificate issued by the Issuer shall be signed by the Issuer using an Electronic Signature and may be authenticated, stored, transmitted and transferred by Electronic Means (or by any other legally permissible means).

f. The only copy of a Master Certificate issued by the Issuer that is the authoritative copy shall be the copy maintained in the e-vault that is under the control of the Controller. The authoritative copy shall be unique, identifiable, and, except as permitted by applicable law, unalterable. Each copy of the authoritative copy shall be readily identifiable as a copy, and no copy, other than the authoritative copy, shall be considered the authoritative copy.

g. The Controller shall have the right to convert any Master Certificate issued by the Issuer, at any time, to a paper master certificate of deposit (a "Paper CD"), and such Paper CD shall be effective from the time of conversion. Any conversion of a Master Certificate issued by the Issuer to a Paper CD shall be done in accordance with the paper out process of the e-vault. This process shall ensure that (i) the Controller has the authority to convert each Master Certificate to a Paper CD, (ii) the signature(s) on the face of the Paper CD are a complete and accurate reproduction of the Electronic Signature(s) reflected on the face of the related Master Certificate, (iii) the information (to the extent applicable) on the face of the Paper CD is a complete and accurate reproduction of the information reflected on the face of the related Master Certificate or, to the extent permitted by applicable law, any revisions thereto reflected in the audit trail, (iv) the Controller has maintained control of the Master Certificate up to the time of its conversion and will immediately thereafter be the holder of the Paper CD for all purposes under the NYUCC, (v) the Master Certificate can no longer be transferred through the facilities of the e-vault, (vi) the Master Certificate has been destroyed or permanently marked as a copy in the e-vault and (vii) a system audit trail associated with the Master Certificate is produced from the e-vault indicating that at the time of such conversion the Controller has been in control of the Master Certificate and that the Master Certificate has been converted to a Paper CD and delivered to the Controller.

h. Upon conversion of a Master Certificate to a Paper CD, (i) the Paper CD shall be an effective, enforceable and valid negotiable instrument governed by the applicable provisions of the NYUCC, (ii) the Issuer's signing of the related Master Certificate shall be deemed issuance and delivery of the Paper CD, (iii) the Issuer intends that the printing of the representation of the Issuer's Electronic Signature on the Paper CD from the e-vault in which the Master Certificate is stored shall be deemed to be the Issuer's original signature on the Paper CD and shall serve to indicate the Issuer's present intention to authenticate the Paper CD, (iv) the Paper CD shall be considered a valid original writing for all legal purposes, (v) subject to Section 2.i. below, the Paper CD shall be subject to the same terms and conditions as are contained in the Master Certificate and the BLOR and (vi) the Issuer's obligations, as contained in such Master Certificate, shall automatically transfer to and be contained in the Paper CD, and the Issuer intends to be bound by such obligations.

i. The provisions of this Rider A applicable solely to the electronic nature of a Master Certificate shall not apply to any Paper Certificate. In addition, upon conversion of a Master Certificate to a Paper CD, the provisions of the applicable Master Certificate set forth in the section titled "Electronic Nature of Master Certificate" shall no longer apply.

j. Each Master Certificate issued by the Issuer shall be deemed a “Security” under DTC’s Rules and shall be treated as a “financial asset” under Article 8 of the NYUCC and the Uniform Commercial Code in effect in the Issuer’s jurisdiction of incorporation.

k. Each Master Certificate issued by the Issuer and the BLOR shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflicts of laws principles thereof that would cause the application of any law of any jurisdiction other than the State of New York. The Issuer hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any court of the State of New York located in the Borough of Manhattan in the City of New York in any action or proceeding arising out of or relating to any such Master Certificate and the BLOR, and agrees that any such action or proceeding shall be brought only in such courts. The Issuer hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action or proceeding brought in such courts or any claim that any such action or proceeding brought in such courts has been brought in an inconvenient forum.

l. Any copy of a Master Certificate issued by the Issuer (including a copy printed from the e-vault) may be introduced into evidence in any legal proceeding.

3. UETA. *The following provisions are applicable if, at any time, it is determined that the laws of a jurisdiction that has adopted UETA shall govern the electronic issuance and nature of the Master Certificate.* Each Master Certificate issued by the Issuer (i) shall constitute an effective, enforceable and valid Transferable Record for all purposes under UETA, and (ii) shall be identified as a certificate of deposit of the Issuer that the Issuer has signed, saved, sent and stored by Electronic Means, valid for all legal purposes as set forth in UETA.

4. To induce DTC to accept the Issuer’s Master Certificates as eligible for deposit at DTC, the Issuer hereby represents and warrants to DTC, as of the date indicated in the BLOR and on and as of each date on which the Issuer issues a Master Certificate under the BLOR, as follows:

a. Each Master Certificate issued by the Issuer has been signed by an authorized representative of the Issuer using an Electronic Signature, and, by doing so, the Issuer has agreed to the terms of such Master Certificate as the same may be modified or affected by the provisions of the BLOR and DTC’s Operational Arrangements.

b. The execution and delivery of the BLOR, the consummation of the transactions contemplated therein, the fulfillment of, and compliance with, the terms and provisions thereof, and the issuance of and performance of the Issuer’s obligations under each Master Certificate do not contravene, violate, conflict with, or result in a breach of any of the terms, conditions or provisions of (i) any law, rule or regulation of any government agency or regulatory authority applicable to the Issuer, (ii) the charter or bylaws of the Issuer or (iii) any agreement to which the Issuer is a party or by which it or its property may be bound.

c. Prior to offering any Master Certificate, the Issuer has obtained any consent, approval, waiver or other authorization of or by, and made any filing or registration with, any court, administrative or regulatory agency or other governmental authority that is required to be

obtained and made by the Issuer in connection with the execution, delivery or performance by the Issuer, or the consummation by the Issuer, of the transactions contemplated by the BLOR and each Master Certificate issued by it.

d. The Issuer has full legal power and authority to execute, deliver and perform its obligations under the BLOR and each Master Certificate issued by it. The BLOR constitutes a legal, valid and binding obligation of the Issuer enforceable against it in accordance with its terms.

e. There is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body pending or, to the knowledge of the Issuer, threatened against or enjoining the offer and sale of, or challenging the validity of, any Master Certificate.

f. Each Master Certificate may be transferred only by delivery by the Controller of such Master Certificate through the facilities of the e-vault, and any such transfer must include the indorsement of the Controller using an electronic symbol or process attached to or logically associated with such Master Certificate with the intent to effect a transfer of this record. Transfers of any Master Certificate issued by the Issuer will not be registered on the books of the Issuer, and books will not be maintained for that purpose by or on behalf of the Issuer. Any person designated and identified in the e-vault as the person to which the Master Certificate was transferred shall become the Controller for all purposes hereunder. All references to the "Controller" herein shall thereafter mean such transferee.

5. Definitions The terms defined in this Section shall have the meanings herein specified:

a. "Electronic Means" means the use of electronic, digital, wireless or similar technology to sign, save, send, store, authenticate, transmit, transfer and take any other action with respect to a Master Certificate in a manner permitted by applicable law (including UETA and/or ESRA).

b. "Electronic Signature" means an electronic sound, symbol or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.

c. "ESRA" means the New York Electronic Signatures Records Act, as amended from time to time.

d. "NYUCC" means the Uniform Commercial Code of New York, as amended from time to time.

e. "Transferable Record" means an electronic record that (i) would be a note under Article 3 of the Uniform Commercial Code in effect in the Issuer's jurisdiction of incorporation if the electronic record were in writing and (ii) the Issuer has expressly agreed is a transferable record.

f. "UETA" means the Uniform Electronic Signatures Records Act as adopted in the Issuer's jurisdiction of organization (if applicable), as amended from time to time.