

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

MEDIUM-TERM BANK NOTE – MASTER NOTE

(Date of Issuance)

 (“Issuer”), a banking association organized and existing under the laws of the [State or Commonwealth of _____, or United States of America], for value received, hereby promises to pay to Cede & Co. or its registered assigns: (i) on each principal payment date, including each amortization date, redemption date, repayment date, maturity date, and extended maturity date, as applicable, of each obligation identified on the records of Issuer (which records are maintained by _____ (“Paying Agent”) as being evidenced by this Master Note, the principal amount then due and payable for each such obligation, and (ii) on each interest payment date, if any, the interest then due and payable on the principal amount for each such obligation. Payment shall be made by wire transfer of United States dollars to the registered owner, or in immediately available funds or the equivalent to a party as authorized by the registered owner and in the currency other than United States dollars as provided for in each such obligation, by Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

IN WITNESS WHEREOF, Issuer has caused this instrument to be duly executed under its corporate seal.

ATTEST:

(Signature)

(Issuer)

By: _____
(Authorized Signature)

(Trustee)

[Seal]

By: _____
(Authorized Signature)

DTCC

(Reverse Side of Note)

This Master Note evidences indebtedness of Issuer of a single Series _____ (the "Debt Obligations"), all issued or to be issued under and pursuant to an Issuing and Paying Agent agreement dated as of _____ (Series Designator), as amended (the "Agreement"), duly executed and delivered by Issuer to _____, as trustee ("Trustee"), to which Agreement and all agreements supplemental thereto reference is hereby made for a description of the rights, duties, and immunities thereunder of Trustee and the rights thereunder of the holders of the Debt Obligations. As provided in the Agreement, the Debt Obligations may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption and repayment provisions, if any, may be subject to different sinking, purchase, or analogous funds, if any, may be subject to different covenants and events of default, and may otherwise vary as in the Agreement provided or permitted. The Debt Obligations are limited (except as provided in the Agreement) to the aggregate principal amount of \$ _____ designated as the Medium-Term Bank Notes of Issuer Due From More Than 9 Months to _____ Years From Date of Issue.

THE OBLIGATIONS EVIDENCED BY THIS MASTER NOTE ARE DEBT OBLIGATIONS OF ISSUER, ARE NOT DEPOSITS AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER INSURER.

No reference herein to the Agreement and no provision of this Master Note or of the Agreement shall alter or impair the obligation of Issuer, which is absolute and unconditional, to pay the principal of premium, if any, and interest, if any, on each Debt Obligation at the times, places, and rates, and in the coin or currency, identified on the records of Issuer.

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each Debt Obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the Debt Obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Dated:

Signature(s) Guaranteed:

(Signature)

NOTICE: The signature on the assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

Unless the certificate is presented by an authorized representative of the Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as its requested by an authorized representative of DTC.) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.