

ANNEX F
FORM OF SENIOR SECURITIES

THIS SENIOR SECURITY WILL BE ISSUED AND MAY BE TRANSFERRED ONLY IN MINIMUM DENOMINATIONS OF \$1,000 AND MULTIPLES OF \$1,000 IN EXCESS THEREOF. ANY ATTEMPTED TRANSFER OF SUCH SECURITIES IN A DENOMINATION OF LESS THAN \$1,000 AND MULTIPLES OF \$1,000 IN EXCESS THEREOF SHALL BE DEEMED TO BE VOID AND OF NO LEGAL EFFECT WHATSOEVER. ANY SUCH PURPORTED TRANSFEREE SHALL BE DEEMED NOT TO BE THE HOLDER OF SUCH SECURITIES FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE RECEIPT OF PAYMENTS ON SUCH SECURITIES, AND SUCH PURPORTED TRANSFEREE SHALL BE DEEMED TO HAVE NO INTEREST WHATSOEVER IN SUCH SECURITIES.

THIS SECURITY IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE SECURITIES PURCHASE AGREEMENT BY AND BETWEEN THE COMPANY AND THE SECRETARY OF THE TREASURY (THE "AGREEMENT"), WHICH IS INCORPORATED INTO THIS SENIOR SECURITY.

THIS SECURITY IS *NOT* A SAVINGS ACCOUNT OR DEPOSIT AND IT IS *NOT* INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM OR ANY OTHER GOVERNMENTAL AGENCY.

THIS SECURITY IS SUBORDINATED AND JUNIOR IN RIGHT OF PAYMENT, AS TO PRINCIPAL, INTEREST AND PREMIUM, TO ALL CLAIMS AGAINST THE COMPANY HAVING THE SAME PRIORITY AS SAVINGS ACCOUNT HOLDERS OR OTHER DEPOSITORS, OR ANY HIGHER PRIORITY, INCLUDING GENERAL AND SECURED CREDITORS OF THE COMPANY. THIS OBLIGATION IS NOT SECURED BY THE COMPANY'S ASSETS OR THE ASSETS OF ANY OF ITS AFFILIATES.

THE FOLLOWING NOTICES ARE APPLICABLE IF THE COMPANY IS A DEPOSITORY INSTITUTION: THIS OBLIGATION IS NOT ELIGIBLE AS COLLATERAL FOR ANY LOAN BY THE COMPANY. PURSUANT TO 12 U.S.C. 1831o(h), THE COMPANY MAY NOT MAKE ANY PAYMENT OF PRINCIPAL OR INTEREST ON THIS OBLIGATION BEGINNING 60 DAYS AFTER BECOMING CRITICALLY UNDERCAPITALIZED, UNLESS THE FEDERAL DEPOSIT INSURANCE CORPORATION HAS MADE AN EXCEPTION PURSUANT TO 12 U.S.C. 1831o(h)(2)(B).

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS. EACH PURCHASER OF THIS SECURITY IS NOTIFIED THAT THE SELLER MAY BE RELYING

ON THE EXEMPTION FROM SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER (THE "144A EXEMPTION"). IF ANY TRANSFEREE OF THIS SECURITY IS ADVISED BY THE TRANSFEROR THAT SUCH TRANSFEROR IS RELYING ON THE 144A EXEMPTION, SUCH TRANSFEREE, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), (2) AGREES THAT IT WILL NOT OFFER, SELL OR OTHERWISE TRANSFER THE SECURITIES REPRESENTED BY THIS INSTRUMENT EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT WHICH IS THEN EFFECTIVE UNDER THE SECURITIES ACT, (B) FOR SO LONG AS THE SECURITIES REPRESENTED BY THIS INSTRUMENT ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) TO THE COMPANY OR (D) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

THIS INSTRUMENT IS ISSUED SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS OF THE AGREEMENT, A COPY OF WHICH IS ON FILE WITH THE COMPANY. THIS SECURITY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID AGREEMENT WILL BE VOID.

[NAME OF COMPANY]

ISSUANCE DATE: _____

\$ _____

SENIOR SECURITY DUE 202__
(Adjustable Rate)

[Company], a [corporation] [bank] [savings association] organized in mutual form under the laws of [] (the "Company," which term includes any permitted successor thereto), for value received, hereby promises to pay to the order of the Secretary of the Treasury or registered assigns, by wire transfer, the principal sum of \$ _____ (_____ Dollars) on _____, 202__ (the "Maturity Date") (or any earlier redemption date or date of acceleration of the Maturity Date) and to pay, in accordance herewith, (A) interest on the outstanding principal amount of this Senior Security Due 202__ (this "Senior Security"); and (B) if applicable, CPP Lending Incentive Fees.

This Senior Security is one of the Senior Securities referred to in the Securities Purchase Agreement, dated as of _____ (as amended, modified or restated from time to time, the "Agreement"), by and among the Company and the Secretary of the Treasury, as the initial Investor (the "Treasury"). The Senior Security is entitled to the benefits of the Agreement and is subject to all of the agreements, terms and conditions contained therein, all of which are incorporated herein by this reference. This Senior Security may be redeemed, in whole or in part, in accordance with the terms and conditions set forth in the Agreement.

Capitalized terms used in this Senior Security are defined in the Agreement, unless otherwise expressly stated herein.

**ARTICLE I
DEFINITIONS**

- 1.1 "Applicable Interest Rate" has the meaning set forth in Section 2.1 herein.
- 1.2 "Baseline" means the "Initial Small Business Lending Baseline" set forth on the Initial Supplemental Report (as defined in the Agreement), subject to adjustment pursuant to Section 2.1 herein.
- 1.3 "Business Combination" means a merger, consolidation, conversion or similar transaction that requires the approval of the Company's Members.
- 1.4 "Charge-Offs" means the net amount of loans charged off by the Company or, if the Company is a Bank Holding Company or a Savings and Loan Holding Company, by the IDI Subsidiary(ies) during quarters that begin on or after the Signing Date, determined as follows:

(i) if the Company or the applicable IDI Subsidiary is a bank, by subtracting (A) the aggregate dollar amount of recoveries reflected on line RIAD4605 of its Call Reports for such quarters from (B) the aggregate dollar amount of charge-offs reflected on line RIAD4635 of its Call Reports for such quarters (without duplication as a result of such dollar amounts being reported on a year-to-date basis); or

(ii) if the Company or the applicable IDI Subsidiary is a thrift, by subtracting (A) the sum of the aggregate dollar amount of recoveries reflected on line VA140 of its Call Reports for such quarters and the aggregate dollar amount of adjustments reflected on line VA150 of its Call Reports for such quarters from (B) the aggregate dollar amount of charge-offs reflected on line VA160 of its Call Reports for such quarters.

1.5 “CPP Lending Incentive Fee” has the meaning set forth in Section 2.5.

1.6 “Current Period” has the meaning set forth in Section 2.1(b).

1.7 “Increase in QSBL” means:

(i) with respect to the Initial Interest Period, the difference obtained by subtracting (A) the Baseline from (B) QSBL set forth in the Initial Supplemental Report (as defined in the Agreement); and

(ii) with respect to each subsequent Interest Period, the difference obtained by subtracting (A) the Baseline from (B) QSBL for the Interest Reference Period for the Current Period.

1.8 “Initial Interest Period” has the meaning set forth in the definition of “Interest Period”.

1.9 “Interest Payment Date” means January 1, April 1, July 1, and October 1 of each year.

1.10 “Interest Period” means the period from and including any Interest Payment Date to, but excluding, the next Interest Payment Date; *provided, however*, the Initial Interest Period shall be the period from and including the Original Issue Date to, but excluding, the next Interest Payment Date (the “Initial Interest Period”).

1.11 “Non-Qualifying Portion Percentage” means, with respect to any particular Interest Period, the percentage obtained by subtracting the Qualifying Portion Percentage from one (1).

1.12 “Original Issue Date” means the date on which Senior Securities are first issued.

1.13 “Percentage Change in QSBL” has the meaning set forth in Section 2.2.

1.14 “Qualified Small Business Lending” or “QSBL” means, with respect to any particular Interest Period, the “Quarter-End Adjusted Qualified Small Business Lending” for such Interest Period set forth in the applicable Supplemental Report.

1.15 “Qualifying Portion Percentage” means, with respect to any particular Interest Period, the percentage obtained by dividing (i) the Increase in QSBL for such Interest Period by (ii) the aggregate Liquidation Amount of then-outstanding Senior Securities; *provided, however*, that the Qualifying Portion Percentage shall never be less than zero.

1.16 “Tax Exempt” means, with respect to a Person, that such Person is exempt from taxation under the Code.

ARTICLE II INTEREST AND CPP LENDING INCENTIVE FEE

2.1 The “Applicable Interest Rate” shall be an annual rate and shall be determined as follows:

- (a) With respect to the Initial Interest Period, the Applicable Interest Rate shall be [] percent ([]%).¹
- (b) With respect to each of the second (2nd) through the tenth (10th) Interest Periods, inclusive (in each case, the “Current Period”), the Applicable Interest Rate shall be:
 - (i) (x) the applicable rate set forth in column “A” of the applicable table in Section 2.3, based on the Percentage Change in QSBL between the Interest Period that was two Interest Periods prior to the Current Period (the “Interest Reference Period”) and the Baseline, multiplied by (y) the Qualifying Portion Percentage; plus
 - (ii) (x) seven and seven-tenths percent (7.7%) (if the Company is not Tax Exempt) or five percent (5%) (if the Company is Tax Exempt) multiplied by (y) the Non-Qualifying Portion Percentage.

In each such case, the Applicable Interest Rate shall be determined at the time the Company delivers a complete and accurate Supplemental Report to Treasury with respect to the Interest Reference Period.

- (c) With respect to the eleventh (11th) through the eighteenth (18th) Interest Periods, inclusive, and that portion of the nineteenth (19th) Interest Period prior to, but not including, the four and one half (4½) year anniversary of the Original Issue Date, the Applicable Interest Rate shall be:
 - (i) (x) the applicable rate set forth in column “B” of the applicable table in Section 2.3, based on the Percentage Change in QSBL

¹ To be completed at Closing using Column “A” of the table contained herein at Section 2.3, based on the Percentage Change in QSBL between the Baseline and the second calendar quarter preceding the Closing Date as reported in the Initial Supplemental Report and multiplying such rate by the Qualifying Portion Percentage.

between the ninth (9th) Interest Period and the Baseline, multiplied by (y) the Qualifying Portion Percentage, calculated as of the last day of the ninth (9th) Interest Period; plus

- (ii) (x) ten and eight-tenths percent (10.8%) (if the Company is not Tax Exempt) or seven percent (7%) (if the Company is Tax Exempt) multiplied by (y) the Non-Qualifying Portion Percentage, calculated as of the last day of the ninth (9th) Interest Period.

In such case, the Applicable Interest Rate shall be determined at the time the Company delivers a complete and accurate Supplemental Report to Treasury with respect to the ninth (9th) Interest Period.

- (d) With respect to (i) that portion of the nineteenth (19th) Interest Period beginning on the four and one half (4½) year anniversary of the Original Issue Date and (ii) all Interest Periods thereafter, the Applicable Interest Rate shall be (A) nine percent (9%) if the Company is Tax Exempt or (B) thirteen and eight tenths percent (13.8%) if the Company is not Tax Exempt.
- (e) Notwithstanding anything herein to the contrary, if the Company fails to submit a Supplemental Report that is due during any of the second (2nd) through tenth (10th) Interest Periods on or before the sixtieth (60th) day of such Interest Period, the Company's QSBL for the Interest Period that would have been covered by such Supplemental Report shall be zero (0) for purposes hereof.
- (f) Notwithstanding anything herein to the contrary, but subject to Section 2.1(e) above, if the Company fails to submit the Supplemental Report that is due during the tenth (10th) Interest Period, the Company's QSBL for the shall be zero (0) for purposes of calculating the Applicable Interest Rate pursuant to Section 2.1(c). The Applicable Interest Rate shall be re-determined effective as of the first day of the calendar quarter following the date such failure is remedied, provided it is remedied prior to the four and one half (4½) anniversary of the Original Issue Date.
- (g) Notwithstanding anything herein to the contrary, if the Company fails to submit any of the certificates required by Sections 3.1(d)(ii) or 3.1(d)(iii) of Annex C of the Agreement when and as required thereby, the Company's QSBL for the shall be zero (0) for purposes of calculating the Applicable Interest Rate pursuant to Section 2.1(b) or (c) above until such failure is remedied.

2.2 The "Percentage Change in QSBL" between any given Interest Period and the Baseline shall be the result of the following formula, expressed as a percentage:

$$\left(\frac{(\text{QSBL for the Interest Period} - \text{Baseline})}{\text{Baseline}} \right) \times 100$$

2.3 (a) If the Company is not Tax Exempt, the following table shall be used for determining the Applicable Interest Rate:

<i>If the Percentage Change in QSBL is:</i>	<i>The Applicable Interest Rate shall be:</i>	
	<i>Column "A" (each of the 2nd – 10th Interest Periods)</i>	<i>Column "B" (11th – 18th, and the first part of the 19th, Interest Periods)</i>
0% or less	7.7%	10.8%
More than 0%, but less than 2.5%	7.7%	7.7%
2.5% or more, but less than 5%	6.2%	6.2%
5% or more, but less than 7.5%	4.6%	4.6%
7.5% or more, but less than 10%	3.1%	3.1%
10% or more	1.5%	1.5%

(b) If the Company is Tax Exempt, the following table shall be used for determining the Applicable Interest Rate:

<i>If the Percentage Change in QSBL is:</i>	<i>The Applicable Interest Rate shall be:</i>	
	<i>Column "A" (each of the 2nd – 10th Interest Periods)</i>	<i>Column "B" (11th – 18th, and the first part of the 19th, Interest Periods)</i>
0% or less	5%	7%
More than 0%, but less than 2.5%	5%	5%
2.5% or more, but less than 5%	4%	4%
5% or more, but less than 7.5%	3%	3%
7.5% or more, but less than 10%	2%	2%
10% or more	1%	1%

2.4 If the Company consummates a Business Combination, a purchase of loans or a purchase of participations in loans and the Senior Securities remain outstanding thereafter, then the Baseline shall thereafter be the "Quarter-End Adjusted Small Business Lending Baseline" set forth on the Quarterly Supplemental Report (as defined in the Agreement).

2.5 Special Lending Incentive Fee Related to CPP. If Treasury held Previously Acquired Securities immediately prior to the Original Issue Date and the Company did not apply to Treasury to redeem such Previously Acquired Securities prior to December 16, 2010, and if the Company's Supplemental Report with respect to the ninth (9th) Interest Period reflects an

amount of Qualified Small Business Lending that is less than or equal to the Baseline (or if the Company fails to timely file a Supplemental Report with respect to the ninth (9th) Interest Period), then beginning on [_____] ² and on all Interest Payment Dates thereafter ending on [_____] ³, the Company shall pay to the Holders of Senior Securities, a fee equal to 0.775% (if the Company is not Tax Exempt) or 0.5% (if the Company is Tax Exempt) of the face amount of each debenture representing a Senior Security (“CPP Lending Incentive Fee”).

2.6 Payment. Interest shall be payable on the outstanding principal amount of this Senior Security until the principal hereof shall have been paid or duly provided for, compounded quarterly, and on any overdue principal and on any overdue installment of interest (without duplication and to the extent payment of such interest is enforceable under applicable law), all at a rate per annum equal to the Applicable Interest Rate in effect with respect to each Interest Period, as follows:

(a) for each Interest Period other than the Initial Interest Period, quarterly in arrears on each Interest Payment Date; and

(b) for the Initial Interest Period, on the first such Interest Payment Date to occur at least twenty (20) calendar days after the Original Issue Date, based on the actual number of days elapsed from the Original Issue Date to the last day of the Initial Interest Period (inclusive).

In the event that any Interest Payment Date would otherwise fall on a day that is not a Business Day, the Interest payment due on that date will be postponed to the next day that is a Business Day and no additional Interest will accrue as a result of that postponement. For avoidance of doubt, “payable quarterly in arrears” means that, with respect to any particular Interest Period, Interest begins accruing on the first day of such Interest Period and are payable on the first day of the next Interest Period.

The amount of Interest payable on this Senior Security shall be computed on the basis of a 360-day year consisting of four 90-day quarters.

2.7 Method of Payment. The principal of this Senior Security shall be payable upon surrender hereof and interest on this Senior Security shall be payable at the office or agency of the Company or an agent appointed for that purpose in any coin or currency of the United States of America that at the time of payment is legal tender for payment of public and private debts; provided, however, that payment of interest shall be made by the Company to the Holders of this Senior Security entitled thereto as shown on the Senior Securities Register by wire transfer of immediately available funds to any account with a banking institution located in the United States designated by such Holder no later than the related regular record date.

² Insert first day of calendar quarter immediately following the fifth anniversary of the closing of the Company’s CPP investment.

³ Insert first day of calendar quarter immediately following four and one-half years after the Closing Date.

ARTICLE III OTHER PROVISIONS

3.1 Ranking; Subordination. The indebtedness evidenced by this Senior Security is senior to Capital Interests and other securities of the Company. The indebtedness evidenced by this Senior Security is expressly subordinated to (i), if issued by a bank or savings association, claims of depositors and the Company's other debt obligations to its general and secured creditors and (ii), if issued by a Bank Holding Company or a Savings and Loan Holding Company, senior indebtedness of the Company, in accordance with applicable regulations, unless, in the case of either (i) or (ii), such debt obligations are expressly made *pari passu* or subordinate to the Senior Securities. Each Holder of this Senior Security, by accepting the same agrees to and shall be bound by such provisions of the Agreement. Each Holder hereof, by his or her acceptance hereof, hereby waives all notice of the acceptance of the subordination provisions contained herein and in the Agreement by each holder of Senior Indebtedness, whether now outstanding or hereafter incurred, and waives reliance by each such Holder upon said provisions.

3.2 Defaults and Remedies. If an Event of Default as provided for in Section 4.1 of Annex C of the Agreement occurs, then the principal of, interest accrued on, and other obligations payable under this Senior Security and the Transaction Documents, will immediately become due and payable. Notwithstanding anything to the contrary herein or in the Agreement, other than Annex C, Section 4.2 of the Agreement, there is no right of acceleration for any default, including a default in the payment of principal or interest or the performance of any other covenant or obligation by the Company under this Senior Security or the Agreement. Whenever interest payable on this Senior Security has not been paid for one or more Interest Periods, the Company shall be subject to certain obligations and restrictions (including, without limitation, restrictions on repurchases of, and payment of interest on, its securities), and the Holder of this Senior Security shall have certain rights (including, without limitation, the right to elect directors under certain circumstances), all as set forth in the Agreement.

3.3 Amendment and Waiver. Except as set forth in Section 3.1(d)(v) of Annex C of the Agreement, no amendment, modification, termination or waiver of any provision of the Agreement, the Senior Securities or any of the other Transaction Documents, or consent to any departure by the Company therefrom, shall be effective unless made in writing and signed by an officer or a duly authorized representative of the Company and in the case of the Senior Securities, the Majority Holders; provided that no amendment, modification, termination or waiver with respect to the Senior Securities shall, unless in writing and signed by all Holders, do any of the following: (A) change the principal of or the rate of interest on any Senior Security; (B) extend any date fixed for any payment of principal or interest; (C) change the definition of the terms "Holders" or "Majority Holders" or the percentage of Holders which shall be required for Holders to take any action hereunder; or (D) consent to the assignment, delegation or other transfer by the Company of any of its rights and obligations under any Transaction Documents.

Any such consent or waiver by the Holder of this Senior Security shall be conclusive and binding upon such Holder and upon all future Holders of this Senior Security and of any Senior Security issued in exchange herefor or in place hereof (whether by registration of

transfer or otherwise), irrespective of whether or not any notation of such consent or waiver is made upon this Senior Security.

No reference herein to the Agreement and no provision of this Senior Security or of the Agreement shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Senior Security at the time and place and at the rate and in the money herein prescribed.

3.4 Denominations; Transfer; Exchange. The Senior Securities are issuable only in registered form without coupons in minimum denominations of \$1,000.00 and integral multiples of \$1,000.00 in excess thereof. As provided in the Agreement, this Senior Security is transferable by the Holder hereof on the Senior Securities Register maintained by the Company or its agent, upon surrender of this Senior Security for registration of transfer at the office or agency of the Company or its agent, accompanied by a written instrument or instruments of transfer in form satisfactory to the Company duly executed by the Holder hereof or his or her attorney duly authorized in writing, and thereupon one or more new Senior Securities of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be made for any such registration of transfer, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in relation thereto.

Prior to due presentment for registration of transfer of this Senior Security, the Company and any agent thereof may deem and treat the Holder hereof as the absolute owner hereof (whether or not this Senior Security shall be overdue and notwithstanding any notice of ownership or writing hereon made) for the purpose of receiving payment of or on account of the principal hereof and (subject to the Agreement) interest due hereon and for all other purposes, and none of the Company or any agent thereof shall be affected by any notice to the contrary.

3.5 No Recourse Against Others. No recourse shall be had for the payment of the principal of or interest on this Senior Security, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Agreement or any other Transaction Document, against any incorporator, shareholder, employee, officer or director, as such, past, present or future, as such, of the Company or of any successor thereto, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issuance hereof, expressly waived and released.

3.6 Governing Law.

THE AGREEMENT AND THIS SENIOR SECURITY SHALL EACH BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE FEDERAL LAWS OF THE UNITED STATES, IF AND TO THE EXTENT SUCH LAW IS APPLICABLE AND OTHERWISE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

3.9 Abbreviations. The following abbreviations, when used in this Senior Security, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN CON – as tenants in common

TEN ENT – as tenants in the entirety

JT TEN – as joint tenants with right of survival

UNIF GIFT MIN ACT – under Uniform Gift to Minors Act and not as tenants

Additional abbreviations may also be used though not in the above list.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed this _____ day of _____, _____.

[NAME OF COMPANY]

By: _____
Name:
Title:

Attest:

By: _____
Name:
Title:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers this Senior Security to:

(Assignee's social security or tax identification number)

(Address and zip code of assignee)

and irrevocably appoints _____ agent to transfer this Senior Security on the books of the Company. The agent may substitute another to act for him or her.

Date: _____

Signature: _____

(Sign exactly as your name appears on the other side of this Senior Security)

Signature Guarantee: _____

[Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.]