

## **BROKERAGE AGREEMENT**

AGREEMENT dated **MONTH DAY**, 2009 between **YOUR BANK NAME** (the “Issuer”), a bank organized under the laws of the United States and domiciled in the state of **YOUR STATE** (the “Issuer’s Domicile”), and PMA Securities, Inc., an Illinois corporation having its principal place of business at 2135 CityGate Lane 7th Floor, Naperville, Illinois 60563 (“Broker”).

WHEREAS, the Issuer proposes to offer individual time deposits, including deposit notes and certificates of deposit (collectively referred to as the “CDs”) represented by a negotiable master certificate (the “Master Certificate”) upon the terms and conditions specified herein;

WHEREAS, Broker is willing to act as a broker in effecting sales of CDs offered by the Issuer from time to time to customers of Broker and of the Selling Group, as defined below;

WHEREAS, Broker will enter into selling group agreements (“Selling Group Agreements”) with various broker-dealers (the “Selling Group”) to participate with Broker in effecting the sale of CDs offered by the Issuer;

WHEREAS, the Issuer and Broker desire to enter into this Agreement which sets forth their mutual understandings concerning the services to be performed and the payment by the Issuer to Broker of placement fees with respect to the CDs on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and covenants below the Issuer and Broker agree as follows:

### **1. Conditions of the CD Offerings**

- a) The Issuer authorizes Broker and the Selling Group on a nonexclusive basis to offer the CDs.
- b) The appropriate Selling Group member shall act as agent for its customers (each a “Depositor”) in purchasing the CDs.
- c) Broker and the Selling Group will not offer CDs in such market areas, if any, as the Issuer may from time to time designate in writing to Broker.

### **2. Operating Procedures**

- a) The Issuer may from time to time advise Broker that the Issuer is willing to effect an offering of CDs on certain terms and conditions, including the days on which the Issuer will offer the CDs (the “Offering Period”). Unless the parties agree to confirm the terms and conditions by other means, Broker will confirm the terms and conditions of the offering by executing and delivering to the Issuer a letter substantially in the form of Exhibit A to this Agreement (the “Terms Agreement”), and the Issuer will confirm its understanding of the offering by executing the letter, or a counterpart of the letter, and returning it to Broker.

- b) The Issuer shall prepare and deliver to the Depository Trust Company (the “DTC”) for the account of Broker, a Master Certificate evidencing the CDs issued. The Master Certificate shall be in the form of, and registered in the name provided in, Exhibit B attached to this Agreement (as applicable), appropriately completed to reflect the terms and conditions of the CDs issued.
- c) The procedures to be followed in offering the CDs set forth herein may be supplemented or altered as the parties hereto may agree to from time to time in writing (the “Alternate Procedures”).

3. **Arrangements with The Depository Trust Company and Payments on Master Certificates**

- a) The Issuer will be responsible to execute and deliver to DTC, the DTC Letter of Representations (the “DTC Letter”) in the form set forth in Exhibit C and as may be modified from time to time by DTC. Each Master Certificate and the Issuer’s records maintained in respect of each Master Certificate evidencing CDs will reflect that CDs are issued in the name of CEDE & Co., as nominee of the Depository Trust Company (“DTC”), as custodian for the other DTC participants, each acting for itself and for others.” Subject to Section 2(b), the Issuer shall make all payments with respect to the CDs evidenced by a Master Certificate in accordance with the DTC Letter.
- b) Unless otherwise agreed, interest on the CDs will accrue up to, but not including, the interest payment date. In the event that an interest payment date or a principal payment date with respect to a CD is not a business day, the payment due on such date shall be paid on the next business day with the same force and effect as if made on such interest payment date or principal payment date, respectively. No interest on such payment will accrue for the period from and after such interest payment date or principal payment date to the actual date of payment of interest or principal, respectively.

4. **Payment Errors**

If either the Issuer or any Selling Group member is holding funds due to the either party for underpayments or overpayments, the party discovering the error shall promptly notify the other party in writing of the amount to be adjusted and of any information concerning the Depositors necessary to correct the error. The party holding funds owed to the other party shall forward the amount owed to the other party with interest computed at the “Federal Funds (Effective)” rate of interest as published by the Board of Governors of the Federal Reserve System in the H.15 (519) publication entitled “Selected Interest Rates” for each applicable day such amount is owed.

5. **Recordkeeping**

- a) The appropriate Selling Group member, as agents for the Depositors, shall maintain, in accordance with applicable published requirements of the Federal Deposit Insurance Corporation (the “FDIC”), a record of the name, address, taxpayer identification number, and amount of the account, of each Depositor that is its customer and of any representative capacity in which the Depositor may be acting. Subject to Section 15 hereof, the Issuer shall not be furnished with the identities of the Depositors.
- b) The appropriate Selling Group member will supply all federal and state tax information to the appropriate taxing authority and comply with other tax reporting requirements for itself and each Depositor for which it is acting, will maintain a separate account for any taxes required to be withheld as required by law with respect to such Depositor and will remit any such taxes withheld on a timely basis to the appropriate taxing authority.

6. **Fees**

The Issuer may agree to pay Broker a placement fee for each CD issued in an amount agreed upon by the Issuer and Broker pursuant to Section 2 hereof.

7. **Confirmation and Disclosure Statement**

- a) The appropriate Selling Group member will provide to each Depositor that is its customer and purchased a CD a confirmation of the transaction. The confirmation will specify the amount deposited, the interest rate or the yield to maturity (as applicable) calculated on the basis of the actual number of days in the term of the CD and a 365-day year, the maturity date and such other terms of the CD as Broker or the appropriate Selling Group member determines to be material.
- b) The appropriate Selling Group member will forward to each Depositor that is its customer a disclosure statement (the “Disclosure Statement”) substantially in the form of Exhibit D attached to this Agreement. The Selling Group Agreements will require the Selling Group members to provide each Depositor with a written confirmation and the Disclosure Statement in accordance with this Section.

8. **Conditions of Closing**

- a) The respective obligations of the Selling Group to pay for the CDs at each Settlement Date shall be subject to the conditions that: (i) all representations and warranties of the Issuer in this Agreement shall be true and correct as of such Settlement Date as if made at such time; (ii) the Issuer shall have complied with or satisfied all covenants and agreements contained herein and in the applicable Terms Agreement required to be complied with or satisfied; and (iii) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Issuer since the execution

of the applicable Terms Agreement. The acceptance by the Issuer of the proceeds of the CDs of an Offering shall constitute a representation and warranty by the Issuer that the conditions in clauses (i), (ii) and (iii) of this paragraph have been satisfied.

- b) The obligations of the Issuer to establish the CDs and issue a Master Certificate shall be subject to the conditions that: (i) all representations and warranties of the Selling Group in this Agreement shall be true and correct; and (ii) the Selling Group shall have complied with or satisfied all covenants and agreements contained herein and in the applicable Terms Agreement required to be complied with or satisfied on their part. The acceptance by the Selling Group member of the Master Certificate shall constitute a representation and warranty by the Selling Group that the conditions in clauses (i) and (ii) of this paragraph have been satisfied with respect to itself.
- c) The respective obligations of the Selling Group and the Issuer referred to in Sections 8(a) and 8(b) shall be subject to the further condition that there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange, the American Stock Exchange or The NASDAQ Stock Market (the “NSM”) or the establishing on such exchanges or the NSM by the Securities and Exchange Commission or by such exchanges or the NSM of minimum or maximum prices which are not in force and effect on the date hereof; (ii) a general moratorium on commercial banking activities declared by either federal or state authorities; (iii) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, any calamity or crisis, material change in national, international or world affairs, natural disaster, material change in the international or domestic markets, or material change in the existing financial, political or economic conditions in the United States or elsewhere, or the enactment, publication, decree, or other promulgation of any federal or state statute, regulation, rule, or order of any court or other governmental authority, or the taking of any action by any federal, state or local government or agency in respect of fiscal or monetary affairs, if the effect of any such event specified in this Section 8(c) is in Broker’ reasonable judgment so material or materially adverse as to make it impracticable to proceed with the offering.

9. **Withdrawals and Redemptions**

- a) Unless otherwise agreed by the parties hereto, early withdrawal of any CD shall only be permitted in the event of death or adjudication of incompetence of a Depositor. The appropriate Selling Group member shall promptly notify DTC in writing of any request by or on behalf of a Depositor for early withdrawal, and shall provide all appropriate documentation to support such request. In the event of any such early withdrawal, DTC, pursuant to the DTC Letter and the Master Certificate, shall make appropriate notation of such withdrawal on the appropriate Master Certificate then held by it to reflect the reduction in aggregate principal outstanding.

- b) Pursuant to the procedures set forth in Section 2(a) of this Agreement, the parties hereto may agree to permit the Issuer to redeem certain CDs offered during any Offering Period at its option under terms and conditions set forth in the related Terms Agreement and a Master Certificate substantially in the form of Exhibit B-3 hereto. Unless the parties hereto agree to the contrary, redemption shall be for the full aggregate principal amount of the Master Certificate then outstanding and the redemption price payable shall be 100% of the principal amount of each CD outstanding, plus accrued interest to the date of redemption. Notice of redemption shall be given by the Issuer to DTC with a copy to the appropriate Selling Group member in the time period specified in the relevant Master Certificate. Broker or the appropriate Selling Group member shall make reasonable efforts to give notice of redemption to Depositors holding CDs subject to redemption prior to the date of redemption. Failure by the appropriate Selling Group member to give prior notice of redemption to a Depositor shall not affect the validity of any such redemption.

10. **Termination of Deposit Insurance**

If the insured status of the Issuer is terminated by either the FDIC or the Issuer, the Issuer will redeem such CDs at their full principal amount plus interest accrued to, but not including, the date of redemption. The Issuer will redeem the CDs on the last business day on which the Issuer's outstanding deposit accounts would be insured by the FDIC.

11. **Representations, Warranties and Agreements of the Issuer**

As of the date hereof, the Issuer represents and warrants to Broker or each Selling Group member, as appropriate, and the Depositors that:

- a) Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, the fulfillment of, or compliance with, the terms and provisions hereof, nor the issuance and performance of its obligations under the CDs will conflict with, or result in a breach of any of the terms, conditions or provisions of any federal law, regulation or rule of any government instrumentality governing the Issuer or of any state law, rule or regulation governing the acceptance of deposits, or the charter or bylaws of the Issuer or of any agreement to which the Issuer is a party or by which it may be bound.
- b) Prior to offering any CDs pursuant to this Agreement, the Issuer will have obtained and/or made any consent, approval, waiver or other authorization of or by, or filing or registration with, any court, administrative or regulatory agency or other governmental authority which is required to be obtained 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 this Agreement including, without limitation, the issuance, offer and sale of the CDs.
- c) Except as disclosed in writing by the Issuer to Broker, 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 CDs as specified in this Agreement.

- d) The Issuer is a member of the FDIC. The deposit represented by each CD will be entitled to FDIC insurance for the maximum aggregate amount of principal and interest available to each Depositor identified on the records maintained pursuant to Section 5(a) of this Agreement for each insured capacity for which the Depositor is eligible, subject to FDIC aggregation rules for other accounts held by a Depositor with the Issuer. Each Master Certificate issued by the Issuer has been established on the deposit account records of the Issuer in accordance with Section 3 of this Agreement and 12 C.F.R. §330.5(b). The Issuer will notify Broker promptly of any action by the FDIC or the Issuer to terminate the Issuer's insured status.
- e) The statements made in the Disclosure Statement annexed hereto as Exhibit D are, to the best of the Issuer's knowledge, true and accurate in all respects.
- f) Except as disclosed in writing by the Issuer to Broker, the Issuer is not the subject of or party to a memorandum of understanding or any supervisory agreements, cease-and desist orders, consent agreements, or regulatory restrictions which would directly or indirectly affect its ability to offer, sell or issue the CDs.
- g) The Issuer has full legal power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding obligation of the Issuer enforceable against it in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency, liquidation or other similar laws affecting generally the enforcement of creditors' rights.
- h) The Issuer is a "well capitalized" institution as defined in 12 CFR §337.6, and may accept deposits from a deposit broker without obtaining a waiver from the FDIC; or will be an "adequately capitalized" institution as defined in 12 CFR §337.6 and will have been granted a waiver from the FDIC allowing it to accept deposits from a deposit broker and will be in compliance with the terms of the waiver. If the Issuer is "adequately capitalized," evidence of receipt of a waiver from the FDIC will be provided to Broker prior to the initiation of an offering of CDs.
- i) The Issuer is in compliance with the requirements of 12 CFR §330.14(b) with respect to the availability of "pass-through" deposit insurance for the deposits of employee benefit plans, including meeting all applicable capital requirements as defined by the FDIC for purposes of 12 CFR §330.14(b)(1). Each Master Certificate will contain a representation in accordance with 12 CFR §330.14(h)(2) that sets forth (i) the Issuer's current capital category and (ii) a statement with respect to the availability of "pass-through" deposit insurance for deposits made by an employee benefit plan. In order to permit Broker to determine the availability of "pass-through" deposit insurance for employee benefit plan deposits, the Issuer will deliver to Broker a copy of each Consolidated Report of

Condition and Income of the Issuer or such other quarterly report of condition required by the Issuer's primary federal banking regulator (a "Call Report") filed during the term of this Agreement promptly after the filing of the Call Report with the appropriate federal regulatory agency and will notify Broker immediately upon the occurrence of any event that causes, or could cause, the Issuer to be placed in a lower capital category for purposes of 12 CFR §330.14(b) than is reflected in its most recent Call Report.

- j) The Issuer has provided, and while any CD remains outstanding, will provide Broker or DTC, as appropriate, with all information that the Issuer is required to provide Depositors under any law, rule or regulation governing the acceptance of deposits. The Issuer shall notify Broker and, as appropriate, DTC of any material change affecting the Issuer or the CDs, including, but not limited to, changes of its ownership, name or location and assumption of the CDs by another depository institution. The Issuer will notify Broker and, as appropriate, DTC of any such changes as soon as possible, but in no event later than seven calendar days after the changes have occurred. In addition, the Issuer will take all necessary steps to ensure that the Master Certificates issued pursuant to this Agreement remain true and correct in all material respects.
- k) The Issuer will enter into a direct deposit relationship with any Depositor who terminates the agency relationship with a Selling Group member and does not elect to continue to hold the CD through another DTC participant. Upon the Depositor's request, the appropriate Selling Group member will furnish to the Issuer the information necessary for the Issuer to establish a direct depository relationship with the Depositor. Such depository relationship will be evidenced in the same manner as the Issuer evidences its direct depository relationships with purchasers of Comparable CDs, as that term is defined in Section 16 herein. Further, the aggregate amount of CDs, evidenced by a Master Certificate, issued on the same terms as the CD now directly held with the Issuer, will be adjusted as set forth in the Master Certificate.

## 12. **Representations, Warranties and Agreements of Broker**

Broker represents, warrants and agrees as follows:

- a) This Agreement constitutes a legal, valid and binding obligation of Broker enforceable against it in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency, liquidation or other similar laws affecting generally the enforcement of creditors' rights.
- b) Broker will have made available to each Depositor that is Broker' customer all information provided by the Issuer pursuant to Section 11(j).
- c) Broker will comply with all Office of Foreign Assets Control of the U.S. Treasury rules and regulations and Federal anti-money laundering statutes, rules and regulations applicable to a broker-dealer registered under the Exchange Act,

including, but not limited to, such federal statutes amended by the USA Patriot Act of 2001 (P.L. 107-56, October 26, 2001) or as may be amended from time to time.

13. **Selling Group Agreement**

- a) A copy of the form of Selling Group Agreement is attached hereto as Exhibit E. Broker represents that each member of the Selling Group has signed or will sign the Selling Group Agreement, or an agreement substantially similar to the Selling Group Agreement, before offering the CDs.
- b) Broker agrees to forward to members of the Selling Group any information provided to it by the Issuer pursuant to Section 11(j), and each Selling Group Agreement shall require the Selling Group member to provide each Depositor that is its customer all such information.

14. **Confidentiality**

Each party will safeguard and hold confidential from disclosure to unauthorized parties all non-public information relating to this Agreement and the transactions contemplated herein. Both parties agree to keep Depositors' records strictly confidential and shall not use information disclosed under this Agreement for any purpose unrelated to this Agreement. For purposes of the foregoing, only officers, directors and employees of either Broker or the Issuer, including accountants, auditors and attorneys, and members of the Selling Group shall be authorized parties on a "need to know basis" consistent with their respective positions, legal obligations and responsibilities. Notwithstanding the foregoing, disclosure may be made by either party or any Selling Group member to state or federal agencies in a manner and to the extent consistent with the legal and regulatory requirements applicable to Broker, any member of the Selling Group or the Issuer. In addition, if the Issuer receives a request for information regarding a Depositor from a party to a judicial or administrative proceeding, a court, an administrative agency or a federal or state bank regulatory agency the Issuer will provide written notice to DTC of the request with directions to DTC to distribute such request to DTC participants holding the Issuer's CDs. Broker or the appropriate Selling Group member will provide the information sought as soon as practicable.

15. **Sales of Other Deposits**

- a) The Issuer recognizes and agrees that Broker and the Selling Group members may offer to purchase or otherwise market certificates of deposit, time deposits, savings accounts or other instruments or accounts on behalf of or for the account of any other dealer, bank, savings bank, savings association or any other financial institution.
- b) If the Issuer elects to offer directly Comparable CDs, as defined herein, during the Offering Period in which the Issuer is effecting sales of CDs to or through Broker, the Issuer shall notify Broker before it commences to offer the Comparable CDs



at the same or higher yield than the yield on CDs sold during the Offering Period. If Broker agrees in a Terms Agreement with respect to the offering of CDs during any Offering Period to guarantee the placement of a specified aggregate principal amount of CDs during the Offering Period, then the Issuer must obtain Broker's prior written consent to offer Comparable CDs at the same or higher yield than the yield on the CDs subject to such Terms Agreement. For purposes of this Section 16, a "Comparable CD" is defined as a certificate of deposit, time deposit or other deposit instrument offered by the Issuer through a broker-dealer during any Offering Period to the same type of investor, in similar denominations and for a similar term as any CD.

16. **Litigation and State Banking Laws**

- a) In the event a subpoena or other legal process including any notice, order or inquiry from any federal or state regulatory authority concerning the CDs issued pursuant to this Agreement is served upon either party, such party agrees that it will notify the other immediately upon receipt of such legal process and will cooperate in a lawful effort to comply with or contest the validity of the legal process.
- b) The Issuer agrees that it will advise Broker in writing when, in the ordinary course of business, the Issuer receives actual knowledge of any states where the offer or sale of CDs violates any state banking law, rule or regulation. The Selling Group member agrees that they will not solicit customers to purchase individual CDs in such states.

17. **Performance by Subsidiaries and Affiliates**

This Agreement covers only the transactions and understandings set forth herein and is not intended to affect any other arrangements, agreements or understandings which exist between the Issuer and Broker. It is understood and agreed that the services required to be performed by Broker hereunder may, at Broker's option, be performed by a subsidiary or affiliate of Broker; provided, however, that notwithstanding the provisions of this Section 17, Broker shall remain accountable to the Issuer for the services required to be performed by Broker hereunder.

18. **Indemnification**

- a) The Issuer agrees to indemnify and hold harmless Broker and all of its officers, directors, employees and agents thereof from and against any and all liability, claim, cost or expense (including court costs and attorney's fees) incurred by Broker attributable to:
  - (i) a breach of any representation or warranty by the Issuer, its officers, directors, employees or agents (other than Broker) pursuant to this Agreement; or

- (ii) any default of the Issuer, its officers, directors, employees or agents (other than Broker) in any of its obligations or covenants under this Agreement.
- b) Broker agrees to indemnify and hold harmless the Issuer from and against any and all liability, claim, cost or expense (including court costs and attorney's fees) incurred by the Issuer attributable to:
  - (i) a breach of any representation or warranty made by Broker, its officers, directors, employees or agents pursuant to this Agreement; or
  - (ii) any default by Broker, its officers, directors, employees or agents in any of its obligations or covenants under this Agreement.
- c) Each Selling Group Agreement will require the Selling Group member to indemnify and hold harmless the Issuer from and against any and all liability, claim, cost or expense (including court costs and attorney's fees) incurred by the Issuer attributable to:
  - (i) a breach of any representation or warranty made by a Selling Group member pursuant to the Selling Group Agreement; or
  - (ii) any default by a Selling Group member in any of its obligations or covenants under the Selling Group Agreement.

19. **Court Fees and Damages**

In the event of suit by either party to enforce this Agreement, the prevailing party shall be entitled to such court costs and attorney's fees as the court deems reasonable.

20. **Exclusivity**

This Agreement and its Exhibits constitute the exclusive statement of the Agreement between the parties and supersedes all prior agreements, negotiations, representations and proposals, written or oral. Its terms cannot be modified, supplemented or rescinded except in writing signed by both parties.

21. **Invalidity**

If any provision or condition of this Agreement is held invalid or unenforceable by any court, or self-regulatory agency, such invalidity or unenforceability attaches only to such provision or condition, and the validity of the remaining provisions and conditions remains unaffected.

22. **Successors**

This Agreement shall be binding upon all successors, assigns or transferees of either party, irrespective of any change with regard to the name of or the personnel of either

party. No assignment of this Agreement shall be valid unless the non-assigning party consents to such an assignment in writing.

23. **Term and Survival**

This Agreement shall continue in full force and effect until terminated by either party hereto upon delivery of written notice by one party to the other party. The rights and obligations of the parties pertaining to the CDs and the obligations of the parties arising under Section 3 through and including Section 24 and Section 27 of this Agreement shall survive its expiration or termination, unless otherwise agreed in writing.

24. **Advertising**

Neither party shall use the other's name or refer to the other directly or indirectly in any written or broadcast advertisement, news release or release to any professional or trade publication without prior review and written approval by the other party.

25. **References to Statutes, Rules or Regulations**

Any reference to a statute, rule or regulation in the Agreement is deemed also to refer to any amendment or successor provision to that statute, rule or regulation.

26. **Notices**

a) All notices under the Agreement will be in writing and will be sent:

If to the Issuer, to:

Attn: OFFICER NAME  
YOUR BANK NAME  
YOUR BANK ADDRESS  
YOUR CITY, ST ZIP

If to Broker, to:

Attn: Jim Lutter  
PMA Securities, Inc.  
2135 CityGate Lane 7th Floor  
Naperville, IL 60563

b) All notices to be sent or delivered hereunder shall be deemed to be given or become effective for all purposes of this Agreement as follows: (i) when delivered in person, when given; (ii) when sent by mail, when received by the Person to whom it is given, unless it is mailed by registered, certified or express mail, in which case it shall be deemed given or effective on the earlier of the date of receipt or refusal; and (iii) when sent by telegram, telecopy or other form of rapid transmission shall be deemed to be given or effective when receipt of such transmission is acknowledged.

27. **Applicable Law and Venue**

This Agreement and its Exhibits shall be governed by and construed in accordance with the laws of the State of Illinois and any legal suit, action or proceeding arising under this

Agreement will be instituted in the state court in Dupage County, Illinois or the Northern District Court of Illinois located in Dupage County in the State of Illinois.

28. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

29. **Transfer of CDs**

The Issuer and Broker hereby agree that Issuer's obligations under the CDs issued pursuant to this Agreement may not be transferred to another party (the "Transferee") by Issuer without (i) the written consent of Broker, which consent shall not be unreasonably withheld, and (ii) the receipt by Broker of such reasonable assurances as it may reasonably request including, but not limited to, opinions or memoranda of law prepared by Issuer's counsel that the transfer will be accomplished in accordance with applicable state and federal laws and will result in the continued maintenance of the CDs as "insured deposits" for purposes of the rules and regulations of the FDIC; provided that this provision shall not be applicable to a merger of Issuer with another insured depository institution or transfers made by a conservator or liquidator in connection with Issuer's insolvency.

- a) The written consent of Broker under clause (a) of this Section shall not be required in the case of a transfer to an insured depository institution that is an affiliate of Issuer (an "Affiliate") that (i) has entered into and maintains a valid Certificate of Deposit Brokerage Agreement (a "Brokerage Agreement") with Broker and (ii) such Brokerage Agreement, specifically provides that the terms of the Brokerage Agreement, including, without limitation the representations and warranties of the Affiliate, shall apply to CDs of the Issuer assumed by the Affiliate to the same extent as CDs issued by the Affiliate pursuant to the Brokerage Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first above written.

**FOR:** PMA Securities, Inc.

**FOR:** YOUR BANK NAME

**BY:** \_\_\_\_\_  
Name: Michael R. English  
Title: President/CEO

**BY:** \_\_\_\_\_  
signature

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2009

**LIST OF EXHIBITS**

<b><u>EXHIBIT</u></b>	<b><u>DESCRIPTION</u></b>
A	Terms Agreement
B	Master Certificate
C	DTC Letter of Representation
D	Disclosure Statement
E	Selling Group Agreement

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