CUSTODIAL SERVICES AGREEMENT

This CUSTODIAL SERVICES AGREEMENT ("**Agreement**") is entered into as of this _____ day of _____ , by and between _____("**Depositor**"), with its principal office at _____,and _____("**Institution**"), with its principal office at _____ , and _____("**Custodian**"), with its principal office at _____ .

W I T N E S S E T H

        WHEREAS, the **Depositor** has agreed to deposit funds with the **Institution** pursuant to the terms and provisions of that certain Security Agreement for Funds Held in Deposit ("**Security Agreement**") by and between the **Depositor** and the **Institution** dated as of _____ ; and

        WHEREAS, pursuant to the terms and provisions of the **Security Agreement**, the **Institution** has agreed to assign, transfer, pledge and convey to the **Depositor** a perfected security interest in certain eligible securities owned by the **Institution** (the "**Collateral**"); and

        WHEREAS, in order to perfect the **Depositor's** security interest in the **Collateral**, the **Custodian**, as agent for the **Depositor**, will accept from the **Institution**, take possession of and hold such **Collateral** solely for the benefit of the **Depositor**.

        NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties do hereby agree as follows:

        1. The **Custodian** hereby agrees to serve as the **Depositor's** custodian and depositary pursuant to the terms of this **Agreement**.

        2. The **Custodian** shall accept and retain as **Custodian** solely for the benefit of the **Depositor** all securities tendered by the **Institution** as **Collateral** for its obligations under the **Security Agreement**. For the purposes of this **Agreement**, the term "securities" shall have the same meaning as set forth in the **Security Agreement**. Upon receipt of **Collateral** from the **Institution** for the benefit of the **Depositor**, the **Custodian** shall issue a receipt to the **Institution** evidencing **Custodian's** receipt of the **Collateral.**

        3. The **Custodian** shall identify on its books and records as being pledged to the **Depositor** specific securities or a quantity of specific securities received by it for, or for the account of, the **Depositor**. The **Custodian** shall have no power or authority to transfer, assign, hypothecate, pledge or otherwise dispose of any such securities, except pursuant to instructions from the **Depositor** and pursuant to the terms of this **Agreement**.

        4. The **Custodian** shall, on the first business day following receipt by the **Custodian** of prior written notice, allow the **Institution** to withdraw any of the securities constituting the **Collateral**, if the **Institution** shall simultaneously deliver to the **Custodian** as additional **Collateral** securities of the same type and having at least the same market value as the securities withdrawn.

        5. The **Custodian** is hereby authorized and directed to promptly distribute to the **Institution** any prepayments of principal from mortgage-backed securities and all income received by the **Custodian** on any of the securities constituting the **Collateral**.

        6. Except as specifically provided in the foregoing paragraphs 5 and 6, the **Custodian** will not release or transfer to the **Institution** any securities constituting the **Collateral** without prior written instructions from the **Depositor.**

        7. The **Custodian** agrees to provide to the **Depositor** a monthly statement of holdings reflecting the securities pledged by the **Institution**. In addition, the **Institution** agrees to provide to the **Custodian** current market price valuations of the securities constituting the **Collateral**, as may be required or requested by the **Depositor**.

        8. In the absence of bad faith on the part of the **Custodian**, the **Custodian** shall be permitted to rely upon the authenticity of, and the truth of the statements and the accuracy of the opinions expressed in, and will be protected in acting upon, any document believed by the **Custodian** to be genuine and to have been signed, affixed or presented by the proper party or parties. The **Custodian** shall not be liable with respect to any action taken or omitted to be taken by it in accordance with any instruction or request of the

Depositor. In addition, the **Custodian** shall not be liable for any error of judgment made in good faith by an officer of this **Custodian**, unless it shall be proved that the **Custodian** was grossly negligent in ascertaining the pertinent facts. In the event the **Custodian** receives substantially contemporaneously contrary written instructions from the **Depositor** and the **Institution**, then the **Custodian** may, at its election and without liability to either the **Depositor** or the **Institution**, interplead the securities constituting the **Collateral** in a court of competent jurisdiction, and the **Depositor's** and the **Institution's** sole recourse shall be against each other and the securities constituting the **Collateral** so interpled.

9. This **Agreement** may be amended at any time by written agreement between the **Depositor** and the **Custodian**, with prior written notice to the **Institution**.

10. This **Agreement** shall be subject to and construed in accordance with the laws of the State of Arkansas.

11. This **Agreement** may be simultaneously executed in two or more counterparts, each of which shall be deemed to be an original.

12. Notices and other writings shall be delivered or mailed postage prepaid to the parties at the addresses set forth on the signature page hereof.

13. This **Agreement** may be terminated by any party hereto by giving 30 days prior written notice to the other parties.

IN WITNESS WHEREOF, the parties hereto, each acting through its respective duly authorized representative, have caused this **Agreement** to be signed in their name and delivered as of the date first above written.

DEPOSITOR:

_____

Address for Notices:

_____
Signature

CUSTODIAN:

_____

Address for Notices:

_____

By:

_____

Title:

INSTITUTION:

_____

Address for Notices:

_____

By:

_____

Title: