

The Depository Trust Company

IMPORTANT

B#: 3895

DATE: October 09, 2002

TO: All Participants, Managing Partner/Officer, Cashier & Operations

CATEGORY: Settlement/Underwriting

FROM: Denise Russo, Director, Underwriting

ATTENTION: Data Processing & Underwriting Managers

SUBJECT: Section 3(C)(7) restrictions for WEB CD Exchange, Inc.,
Unit Investment Trust Program for Federally Insured
Certificates of Deposit

- (A) CUSIP Number: 94732WAB3
- (B) Security Description: Web CD Exchange, Inc. Unit Investment Trust Program for Federally Insured Certificates of Deposit, Units of Beneficial Ownership.
- (C) Offer Amount: Up to U.S. \$500,000
- (E) Paying Agent: Sun Trust Bank
- (E) Issue Date: 10/10/02

Special Instructions:

Refer to the attachments for important instructions from the Sponsor.

Attachment**EXHIBIT A**

WEB CD Exchange, Inc.
2103 Coral Way, Suite 202
Miami, Florida 33135
Telephone Number (305-856-4228)

Web CD Exchange, Inc. Unit Investment Trust Program For Federally Insured Certificates of Deposit, Units of Beneficial Ownership

CUSIP No. **94732WAB3**

WEB CD Exchange, Inc. is the sponsor (the "Sponsor") of a program (the "Program") offering unit investment trust certificates (the "Unit Investment Trust Certificates") evidencing unit interests (the "Units") in specially created Unit Investment Trusts (each a "Trust" and, collectively, the "Trusts"). The purpose of the Program is to offer Units representing beneficial ownership of portfolios of Federally Insured Certificates of Deposits (the "Deposits") held in the Trusts. The Sponsor is putting Participants on notice that they are required to follow, and should be aware of, these purchase and transfer restrictions with regard to the Units.

In order to qualify for the exemption provided by (a) Section 3(c)(7) under the Investment Company Act of 1940, as amended (the "Investment Company Act") and (b) "Rule 144A" promulgated under the Securities Act of 1933, as amended (the "Securities Act"), and to comply with the purchase and transfer restrictions under the Program, each Participant should note the following:

(1) Offers, sales and resales of the Trust's Units may normally only be made in a minimum denomination of US\$1,000,000 to "qualified institutional buyers" ("QIBs") within the meaning of Rule 144A that are also "qualified purchasers" ("QP's") within the meaning of Section 2(a)(51)(A) of the Investment Company Act. In addition, each purchaser of Units understands that each Unit Investment Trust Certificate will bear a legend that none of the Units represented by that particular Unit Investment Trust Certificate can be transferred, sold or pledged unless (a) all of the Units represented thereby are so transferred, sold or pledged, and (b) the transfer, sale or pledge of the Units is effected in accordance with DTC's policies and procedures in effect from time to time.

(2) Each purchaser of Units: (A) represents to and agrees with the Sponsor that (i) the purchaser is a QIB who is a QP (a "QIB/QP"); (ii) the purchaser is not a broker-dealer which owns and invests on a discretionary basis less than US\$100,000,000 in securities of unaffiliated issuers; (iii) the QIB/QP is acting for its own account, or the account of another QIB/QP; (iv) the purchaser is not formed for the purpose of investing in the Trust; (v) the

purchaser, and each account for which it is purchasing, must hold at least the minimum denomination of Units, unless otherwise agreed between the Sponsor and that purchaser; and (vi) the purchaser will provide notice of the transfer restrictions to any subsequent transferees; (B) acknowledges that (i) neither the Sponsor nor the Trust has been registered under the Investment Company Act, (ii) the Units have not been registered under the Securities Act, and (iii) represents to and agrees with the Sponsor that, for so long as the Units are outstanding, it will not offer, resell, pledge or otherwise transfer the Units except to a QIB that is also a QP in a transaction meeting the requirements of Rule 144A; and (C) represents to and agrees with the Sponsor that it will only offer, resell, pledge or otherwise transfer all, but not part, of the Units in a Trust. In the event that the Sponsor elects to discontinue using the book-entry system of DTC, or DTC determines that the Units are no longer DTC-eligible, then physical certificates evidencing the Units will be printed and delivered, and the purchaser understands and agrees that the Units will bear a legend with respect to the applicable transfer restrictions. For further discussion on the transfer restrictions, the Purchaser should refer to "Transfer Restrictions" in the Offering Memorandum.

(3) Each purchaser of Units understands and agrees that the Offering Memorandum provides that the Sponsor and the Trust will have the right to refuse to register or otherwise honor a transfer of Units to a proposed transferee that is not both a QIB and a QP.

(4) Each purchaser of Units understands and agrees that (A) except for the termination of a Trust upon the distribution of all payments of principal and interest due in respect of each Deposit held in that Trust, the Units are not callable or otherwise redeemable, (B) the funds relating to the Deposits held in a Trust may not be withdrawn prior to the maturity of those Deposits, and (C) the principal and interest payments due in respect of each Deposit held in a Trust shall be paid at the maturity of such Deposit, and no periodic or intermediate payments of interest will be made on any Deposit held in a Trust.

Attachment

The restrictions on transfer required by the Sponsor (outlined above) will be reflected under the notation "3c7" in DTC's User Manuals and in upcoming editions of DTC's Reference Directory.

Any questions or comments regarding this subject may be directed to Jorge H. Coloma, President, WEB CD Exchange, Inc. at (305) 856-4228.

Attachment

Should you have any questions regarding this letter, please contact Jorge H. Coloma, President. WEB CD Exchange, Inc. at (305) 856-4228.