

UNITED STATES DEPARTMENT OF THE TREASURY
1500 PENNSYLVANIA AVENUE, NW
WASHINGTON, D.C. 20220

Dear Ladies and Gentlemen:

The company set forth on the signature page hereto (the "*Company*") intends to issue in a private placement the number of shares of a series of its preferred stock set forth on Schedule A hereto (the "*Preferred Shares*") and a warrant to purchase the number of shares of its common stock set forth on Schedule A hereto (the "*Warrant*" and, together with the Preferred Shares, the "*Purchased Securities*") and the United States Department of the Treasury (the "*Investor*") intends to purchase from the Company the Purchased Securities.

The purpose of this letter agreement is to confirm the terms and conditions of the purchase by the Investor of the Purchased Securities. Except to the extent supplemented or superseded by the terms set forth herein or in the Schedules hereto, the provisions contained in the Securities Purchase Agreement - Standard Terms attached hereto as Exhibit A (the "*Securities Purchase Agreement*") are incorporated by reference herein. Terms that are defined in the Securities Purchase Agreement are used in this letter agreement as so defined. In the event of any inconsistency between this letter agreement and the Securities Purchase Agreement, the terms of this letter agreement shall govern.

Each of the Company and the Investor hereby confirms its agreement with the other party with respect to the issuance by the Company of the Purchased Securities and the purchase by the Investor of the Purchased Securities pursuant to this letter agreement and the Securities Purchase Agreement on the terms specified on Schedule A hereto.

This letter agreement (including the Schedules hereto) and the Securities Purchase Agreement (including the Annexes thereto) and the Warrant constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof. This letter agreement constitutes the "Letter Agreement" referred to in the Securities Purchase Agreement.

This letter agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Executed signature pages to this letter agreement may be delivered by facsimile and such facsimiles will be deemed as sufficient as if actual signature pages had been delivered.

In witness whereof, this letter agreement has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date written below.

UNITED STATES DEPARTMENT OF
THE TREASURY

By: _____
Name:
Title:

COMPANY:

By: _____
Name:
Title:

Date: _____

EXHIBIT A

SECURITIES PURCHASE AGREEMENT

SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS

Company Information:

Name of the

Company:

Corporate or other organizational form:

Jurisdiction of Organization:

Appropriate Federal Banking Agency:

Notice Information:

Terms of the Purchase:

Series of Preferred Stock Purchased:

Per Share Liquidation Preference of Preferred Stock:

Number of Shares of Preferred Stock Purchased:

Dividend Payment Dates on the Preferred Stock:

Number of Initial Warrant Shares:

Exercise Price of the Warrant:

Purchase Price:

Closing:

Location of Closing:

Time of Closing:

Date of Closing:

Wire Information for Closing:

ABA Number:

Bank:

Account Name:

Account Number:

Beneficiary:

SCHEDULE B

CAPITALIZATION

Capitalization Date:

Common Stock

Par value:

Total Authorized:

Outstanding:

Subject to warrants, options,
convertible securities, etc.:

Reserved for benefit plans and
other issuances:

Remaining authorized but unissued:

Shares issued after Capitalization Date
(other than pursuant to warrants,
options, convertible securities, etc. as
set forth above):

Preferred Stock

Par value:

Total Authorized:

Outstanding (by series):

Reserved for issuance:

Remaining authorized but unissued:

SCHEDULE C

REQUIRED STOCKHOLDER APPROVALS

	<u>Required</u> ¹	<u>% Vote</u>
<u>Required Warrants -- Common Stock Issuance</u>		
Charter Amendment		
Stock Exchange		
Rules		

If no stockholder approvals are required, please so indicate by checking the box: .

¹ If stockholder approval is required, indicate applicable class/series of capital stock that are required to vote.

SCHEDULE D

LITIGATION

List any exceptions to the representation and warranty in Section 2.2(1) of the Securities Purchase Agreement - Standard Terms.

If none, please so indicate by checking the box: .

SCHEDULE E

COMPLIANCE WITH LAWS

List any exceptions to the representation and warranty in the second sentence of Section 2.2(m) of the Securities Purchase Agreement - Standard Terms.

If none, please so indicate by checking the box: .

List any exceptions to the representation and warranty in the last sentence of Section 2.2(m) of the Securities Purchase Agreement - Standard Terms.

If none, please so indicate by checking the box: .

SCHEDULE F

REGULATORY AGREEMENTS

List any exceptions to the representation and warranty in Section 2.2(s) of the Securities Purchase Agreement - Standard Terms.

If none, please so indicate by checking the box: .