

**FORM OF SENIOR SUBORDINATED SECURITIES**

**(FORM OF FACE OF NOTE)**

“THIS SENIOR SUBORDINATED 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 LETTER AGREEMENT BY AND BETWEEN THE COMPANY AND THE UNITED STATES DEPARTMENT OF THE TREASURY AND SECURITIES PURCHASE AGREEMENT – STANDARD TERMS (THE “AGREEMENT”), EACH OF WHICH ARE INCORPORATED INTO THIS NOTE.

THIS OBLIGATION IS NOT A SAVINGS ACCOUNT OR DEPOSIT AND 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 OBLIGATION IS SUBORDINATED TO THE CLAIMS OF GENERAL AND SECURED CREDITORS OF THE COMPANY AND IS NOT SECURED.

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. ANY TRANSFEREE OF THIS SECURITY 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 BETWEEN THE COMPANY AND THE INVESTOR REFERRED TO THEREIN, 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]

CUSIP No. \_\_\_\_\_

\$ \_\_\_\_\_

7.7% SENIOR SUBORDINATED SECURITY DUE 2039

[Company], an organization mutual in form organized 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 United States Department of the Treasury or registered assigns, by wire transfer, the principal sum of \$ \_\_\_\_\_ (\_\_\_\_\_ Dollars) on \_\_\_\_\_, 2039 (the “*Maturity Date*”) (or any earlier redemption date or date of acceleration of the Maturity Date) and to pay interest on the outstanding principal amount of this Senior Subordinated Security Due 2039 (this “*Senior Subordinated Security*”) from \_\_\_\_\_, or from the most recent interest payment date to which interest has been paid or duly provided for, quarterly in arrears (subject to deferral as set forth in Section 5.6 of the Agreement) on February 15, May 15, August 15 and November 15 of each year (each such date, an “*Interest Payment Date*”), commencing on \_\_\_\_\_, at the rate of 7.7 % per annum, until the fifth anniversary of the date hereof and thereafter at a rate of 13.8% per annum (each such interest rate, the applicable “*Interest Rate*”) 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 that payment of such interest is enforceable under applicable law) at the same rate per annum. The amount of interest payable hereon shall be computed on the basis of a 360 day year comprised of twelve 30-day months.

This Senior Subordinated Security is one of the Senior Subordinated Securities referred to in the Letter Agreement and Securities Purchase Agreement – Standard Terms, dated as of \_\_\_\_\_ (as amended, modified or restated from time to time, the “*Agreement*”), by and among the Company and the United States Department of the Treasury, as the initial Investor (the “*Investor*”). Capitalized terms used in this Senior Subordinated Security are defined in the Agreement, unless otherwise expressly stated herein. The Senior Subordinated 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 Subordinated Security may be redeemed, in whole or in part, in accordance with the terms and conditions set forth in the Agreement.

### Interest

The interest installment so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this Senior Subordinated Security is registered at the close of business on the regular record date for such installment of interest, which date shall be at the close of business on the 1st calendar day (whether or not a business day) of the month in which each Interest Payment Date occurs (each such date, the “*Regular Record Date*”). Any such installment of interest (other than Deferred Interest) not punctually paid or duly provided for shall forthwith cease to be payable to the Holders on such Regular Record Date and shall be paid to the person in whose name this Senior Subordinated Security is registered at the close of business on a special record date to be fixed by the Board of Directors for the payment of such defaulted interest, notice whereof shall be given to the Holders of Senior Subordinated Securities not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Senior Subordinated Securities may be listed and upon such notice as may be required by such exchange. In no event, however, shall interest exceed the maximum rate permitted by applicable law.

If an Interest Payment Date or the Maturity Date falls on a day that is not a “business day” (as defined in the Agreement), the related payment of principal or interest will be paid on the next business day, with the same force and effect as if made on such date, and no interest on such payments will accrue from and after such Interest Payment Date or Maturity Date, as the case may be. Interest payable on the Maturity Date of the Senior Subordinated Securities will be paid to the registered Holder to whom the principal is payable upon presentation and surrender for cancellation.

### Method of Payment

The principal of this Senior Subordinated Security shall be payable upon surrender hereof and interest on this Senior Subordinated 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 Subordinated Security entitled thereto as shown on the Senior Note 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.

Subordination

The indebtedness evidenced by this Senior Subordinated Security is, to the extent provided in the Agreement, senior to the claims of holders of Mutual Capital Interests and holders of shares of equity in the Company (if and upon conversion of the Company to a stock-based entity) and subordinate and junior in right of payment to the Company's debt obligations to its general and secured creditors, unless such debt obligations are explicitly made *pari passu* or subordinated to the Senior Subordinated Securities of the Company, in accordance with holding company regulations of the Appropriate Federal Banking Agency, if applicable. Each Holder of this Senior Subordinated 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.

The provisions of this Senior Subordinated Security are continued on the reverse side hereof and such provisions shall for all purposes have the same effect as though fully set forth at this place.

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:

## (FORM OF REVERSE OF NOTE)

This Senior Subordinated Security is one of the Senior Subordinated Securities of the Company (herein sometimes referred to as the “Senior Subordinated Securities”), issued or to be issued under and pursuant to a Letter Agreement and Securities Purchase Agreement – Standard Terms, dated as of \_\_\_\_\_, 2009 (as amended, modified or restated from time to time, the “Agreement”), by and between the Company and the United States Department of the Treasury, as the initial Investor (the “Investor”), to which Agreement reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of Company and the Holders of the Senior Subordinated Securities. This Senior Subordinated Security is a single series note with a face value in aggregate principal amount as set forth on the front of this Senior Subordinated Security.

### Defaults and Remedies

If an Event of Default involving bankruptcy or certain provisions relating to deferral of interest as provided for under Section 4.1(f) of the Agreement occurs, then the principal of, interest accrued on, and other obligations payable under this Senior Subordinated Security and the Transaction Documents, will immediately become due and payable. Notwithstanding anything to the contrary herein or in the Agreement, other than Sections 4.2(b) and 4.2(c) 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, or Event of Default under this Senior Subordinated Security or the Agreement.

### Amendment and Waiver

No amendment, modification, termination or waiver of any provision of the Agreement, the Senior Notes 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 Warrant, the holder thereof, and in the case of the Senior Notes, the Majority Holders; *provided* that the Investor may unilaterally amend any provision of the Agreement to the extent required to comply with any changes after the Signing Date in applicable federal statutes; *provided further* that no amendment, modification, termination or waiver with respect to the Senior Notes 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 Note; (B) extend any date fixed for any payment of principal or interest; (C) change the definition of the term “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 Subordinated Security shall be conclusive and binding upon such Holder and upon all future Holders of this Senior Subordinated Security and of any Senior Subordinated 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 Subordinated Security.

No reference herein to the Agreement and no provision of this Senior Subordinated 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 Subordinated Security at the time and place and at the rate and in the money herein prescribed.

#### Limitation on Dividends and Repurchases of Equity Securities

The Company's ability to declare and pay dividends and purchase or acquire Mutual Capital Interests, Trust Preferred Securities or any shares of capital stock or other equity securities of any kind of any Company Subsidiary or any Senior Note is limited by the terms of the Agreement. The Company's ability to redeem this Senior Subordinated Security is limited by the terms of the Agreement.

#### Interest Deferral and Voting Rights

The Company may defer interest paid on the Senior Subordinated Securities, subject to the terms and conditions in the Agreement. The Holders of this Senior Subordinated Security will be permitted to vote for, appoint, nominate or designate two directors in the event interest is deferred for six quarters (regardless of whether such quarters are consecutive) as provided in the Agreement. Deferral of interest in excess of 20 quarters constitutes an "Event of Default" as defined in the Agreement.

#### Denominations; Transfer; Exchange

The Senior Subordinated 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 Subordinated Security is transferable by the Holder hereof on the Senior Note Register maintained by the Company or its agent, upon surrender of this Senior Subordinated 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 Subordinated 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 Subordinated Security, the Company and any agent thereof may deem and treat the Holder hereof as the absolute owner hereof (whether or not this Senior Subordinated 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.

### No Recourse Against Others

No recourse shall be had for the payment of the principal of or interest on this Senior Subordinated 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, Mutual Interest Holder, 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.

### Governing Law

**THE AGREEMENT AND THIS SENIOR SUBORDINATED SECURITY SHALL EACH BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE FEDERAL LAWS OF THE UNITED STATES, IF AND TO THE EXTENT SUCH LAWS ARE 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.**

### Abbreviations

The following abbreviations, when used in the inscription on the face of this Senior Subordinated 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 entireties

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.

**ASSIGNMENT**

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

\_\_\_\_\_  
(Assignee’s social security or tax identification number)

\_\_\_\_\_  
(Address and zip code of assignee)

and irrevocably appoints \_\_\_\_\_ agent to transfer this Senior Subordinated 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 Subordinated 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.]