

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 “*Bank*”) intends to issue in a private placement the subordinated debentures set forth on Schedule A hereto (the “*Senior Subordinated Securities*”) and a warrant to purchase the Senior Subordinated Securities set forth on Schedule A hereto (the “*Warrant*”) and, together with the Senior Subordinated Securities, the “*Purchased Securities*”) and the United States Department of the Treasury (the “*Investor*”) intends to purchase from the Bank 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 Except to the extent supplemented or superseded by the terms set forth herein or in the Schedules hereto, the provisions contained in the Securities Purchase Agreement – Standard Terms attached hereto as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 Bank and the Investor hereby confirms its agreement with the other party with respect to the issuance by the Bank 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), the Securities Purchase Agreement (including the Annexes thereto), the Disclosure Schedules 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: _____

BANK: _____

By:
Name: _____
Title: _____

Date: _____, 2009

SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS

Bank Information:

Name of the Bank:

Organizational Form:

Jurisdiction of Organization:

Appropriate Federal Banking Agency:

Notice Information:

Terms of the Purchase:

Original Principal Amount of Senior Subordinated Securities in the form of Annex C purchased:

Denomination amount \$1,000.00

Maturity: 30 years

Ranking Senior to the Bank's shares of equity (if and upon conversion to a stock-based entity), mutual capital certificates, other capital instruments authorized by law, non-withdrawable accounts and other mutual interests in the Bank. Subordinated to claims of depositors and debt obligations of general and secured creditors, unless made specifically pari passu or subordinated to the Senior Subordinated Securities.

Interest Rate: 7.7% per annum until the fifth anniversary of the date hereof, and thereafter at a rate of 13.8% per annum.

Interest Payment Dates: Quarterly, in arrears, February 15, May 15, August 15 and November 15 of each year.

Restriction on Acceleration:

Principal and accrued interest may only become immediately due and payable (i.e. accelerated) upon the receivership of the Bank unless the Senior Subordinated Securities lose their status as regulatory capital, in which case they may be accelerated after other defaults.

Net Principal Amount of Senior Subordinated Securities issued upon exercise of Warrant (after net settlement):

5% of the amount of subordinated debentures purchased as of the date hereof.

Exercise Price of the Senior Subordinated Securities issued upon exercise of Warrant:

Net Principal Amount divided by Denomination Amount multiplied by \$0.01.

Closing:

Location of Closing:

Time of Closing:

Date of Closing:

Wire Information for Closing:

ABA Number:
Bank:
Account Name:
Account Number:
Beneficiary:

Contact for Confirmation of Wire Information:

SCHEDULE B

CAPITALIZATION

Capitalization date:

Mutual Capital Interests

Type of Interest:

Par Value:

Total Authorized:

Outstanding:

Reserved for Issuance upon Conversion,
Exercise or Exchange of Securities:

Remaining authorized but unissued:

Subordinated Debt:

Additional Dividends Paid in 2008:

Total Dividends Paid in 2008:

Holder of 5% or more of
Mutual Capital Interests

Primary Address

Describe any commitments to authorize, issue or sell Mutual Capital Interests:

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

SCHEDULE C

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 D

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 E

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: .

SCHEDULE F

REGULATORY AGREEMENTS

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

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