UNITED STATES DEPARTMENT OF THE TREASURY
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220

October 31, 2014

Ladies and Gentlemen:

Reference is made to those certain Letter Agreements incorporating the Securities Purchase Agreement – Standard Terms (the "*Securities Purchase Agreements*"), dated as of September 29, 2010, between Union Settlement Federal Credit Union (the "*Acquired Credit Union*") and the United States Department of Treasury ("*Investor*") and dated as of September 24, 2010 between Lower East Side People's Federal Credit Union (the "*Acquiror Credit Union*") and the Investor. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Securities Purchase Agreements.

The American Recovery and Reinvestment Act of 2009, as it may be amended from time to time (the "*Act*"), includes provisions relating to executive compensation and other matters that may be inconsistent with the Securities Purchase Agreements. Accordingly, Investor and the Acquiror Credit Union desire to confirm their understanding as follows:

1. Notwithstanding anything in the Securities Purchase Agreements to the contrary, in the event that the Act or any rules or regulations promulgated thereunder are inconsistent with any of the terms of the Securities Purchase Agreements, the Act and such rules and regulations shall control.

2. For the avoidance of doubt (and without limiting the generality of Paragraph 1):

(a) the provisions of Section 111 of the Emergency Economic Stabilization Act of 2008 as implemented by the Interim Final Rule on TARP Standards for Compensation and Corporate Governance, 31 C.F.R. Part 30, as amended by the Act or otherwise from time to time ("*EESA*"), shall apply to the Acquiror Credit Union;

(b) the waiver to be delivered by each of the Acquiror Credit Union's Senior Executive Officers pursuant to Section 2.3(g) of the Securities Purchase Agreements shall, in addition, be delivered as promptly as practicable by any current or future most highly compensated employees who are covered or affected by any applicable rules or regulations under EESA; and

(c) the Acquiror Credit Union's chief executive officer and chief financial officer shall provide the written certification of compliance by the Acquiror Credit Union with the requirements of Section 111 of EESA in the manner specified by Section 111(b)(4) thereunder or in any rules or regulations under EESA, including 31 C.F.R. § 30.15.

From and after April 1, 2014, each reference in the Securities Purchase Agreements to "this Agreement" or "this Securities Purchase Agreement" or words of like import shall mean and be a reference to the Agreements (as defined in the Securities Purchase Agreements) as amended by this letter agreement.

This letter agreement will be governed by and construed in accordance with the federal law of the United States if and to the extent such law is 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.

This letter agreement, the Securities Purchase Agreements, the Post-Merger Side Letter, and any other documents executed by the parties at the Closing constitute the entire agreement of the parties with respect to the subject matter hereof.

Nothing in this letter agreement shall be deemed an admission by Investor as to the necessity of obtaining the consent of the Credit Union in order to effect the changes to the Securities Purchase Agreements contemplated by this letter agreement, nor shall anything in this letter agreement be deemed to require Investor to obtain the consent of any other TARP recipient (as defined in the Act) participating in the Community Development Capital Initiative (the "*CDCI*") in order to effect changes to their documentation under the CDCI.

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 sufficient as if actual signature pages had been delivered.

[Remainder of this page intentionally left blank]

In witness whereof, the parties have duly executed this letter agreement as of the date first written above.

UNITED STATES DEPARTMENT OF
THE TREASURY

By: [redacted]
Name:
Title:

LOWER EAST SIDE PEOPLE'S FEDERAL
CREDIT UNION

By:_____
Name:
Title:

In witness whereof, the parties have duly executed this letter agreement as of the date first written above.

UNITED STATES DEPARTMENT OF
THE TREASURY

By:_____
Name:
Title:

LOWER EAST SIDE PEOPLE'S FEDERAL
CREDIT UNION

B[redacted]
Name: Linda Levy
Title: CEO

UNITED STATES DEPARTMENT OF THE TREASURY
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220

October 31, 2014

Ladies and Gentlemen:

Reference is made to both (i) that certain Letter Agreement incorporating the Securities Purchase Agreement -- Standard Terms dated as of September 29, 2010 (the "*Acquired Credit Union Securities Purchase Agreement*") by and among the United States Department of the Treasury (the "*Investor*") and Union Settlement Federal Credit Union (the "*Acquired Credit Union*") and (ii) that certain Letter Agreement incorporating the Securities Purchase Agreement -- Standard Terms dated as of September 24, 2010 (the "*Acquiror Credit Union Securities Purchase Agreement,*" and together with the Acquired Credit Union Securities Purchase Agreement, the "*Securities Purchase Agreements*") by and among Investor and Lower East Side People's Federal Credit Union (the "*Acquiror Credit Union*"; collectively, Acquiror Credit Union and Acquired Credit Union are referred to as the "*Credit Unions*"). Further detail regarding both Securities Purchase Agreements are set forth on Schedule A hereto. Investor and Credit Unions desire to set forth herein certain additional agreements as a result of the consummation of a merger transaction pursuant to an Agreement and Plan of Merger dated as of March 14, 2014 by and among Acquiror Credit Union and Acquired Credit Union, effective on April 1, 2014 (the "*Merger Transaction*"). This letter shall be referred to as the "Post-Merger Side Letter." Capitalized terms used but not defined herein shall have the meanings assigned to them in the Securities Purchase Agreements.

As a result of the Merger Transaction, the Acquiror Credit Union has assumed the obligations and responsibilities of Acquired Credit Union with respect to Investor, in addition to its own. Specifically:

1. Concurrently herewith, the Acquiror Credit Union is paying all accrued and unpaid interest on the Acquired Credit Union's Senior Subordinated Securities and is issuing new senior subordinated securities in exchange for the Acquired Credit Union's Senior Subordinated Securities; and

2. Pursuant to Section 4.2(a) of the Securities Purchase Agreements and effective as of April 1, 2014, Acquiror Credit Union hereby expressly assumes the due and punctual performance and observance of each and every covenant, agreement, and condition of the Securities Purchase Agreements and all ancillary documents to be performed and observed by Acquired Credit Union.

In connection with the foregoing, with the exception of the Securities Purchase Agreements, Acquiror Credit Union is issuing new documentation to Investor to reflect the investment that Investor initially made in the Acquired Credit Union, including the following (all section references below are to the Securities Purchase Agreements, unless otherwise provided):

1. an officer's certificate regarding (a) a bring down of the representations in both Securities Purchase Agreements as of April 1, 2014, per Section 2.3(c), with any exceptions to such representations noted on a disclosure schedule attached hereto and (b) compliance with section 111(b) of the Emergency Economic Stabilization Act of 2008, as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA"), as of April 1, 2014, per Section 2.3(f)(ii);

2. waivers from Senior Executive Officers and others in accordance with the ARRA, releasing Investor from certain claims, dated as of the date hereof, per Section 2.3(g);

3. a legal opinion regarding the New Senior Subordinated Securities (as defined below), per Section 2.3(h);

4. certificated securities representing an amount of new Senior Subordinated Securities issued by the Acquiror Credit Union to replace the Acquired Credit Union's Senior Subordinated Securities (the "*New Senior Subordinated Securities*");

5. a side letter regarding compliance with ARRA; and

6. a copy of the articles and bylaws of the Acquiror Credit Union.

Acquiror Credit Union hereby acknowledges receipt of each of the closing documents in connection with each of the initial Investor closings for Acquired Credit Union and Acquiror Credit Union, with the exception of the Securities Purchase Agreements.

This side letter agreement, the Securities Purchase Agreements and the above-listed documentation constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties with respect to the subject matter hereof.

This side letter agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This side letter agreement shall be governed by and construed in accordance with the federal law of the United States if and to the extent such law is 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.

[*Remainder of this page intentionally left blank*]

United States Department of the Treasury
Signature Page

In witness whereof, this side letter agreement has been duly executed by the authorized representatives of the parties hereto as of the date first above written.

LOWER EAST SIDE PEOPLE'S FEDERAL CREDIT UNION

By: [redacted]
Name: Linda Levy
Title: CEO

UNION SETTLEMENT FEDERAL CREDIT UNION

By: [redacted]
Name: ANA ROSENBLUM
Title: CEO

UNITED STATES DEPARTMENT OF THE TREASURY

By: _____
Name:
Title:

United States Department of the Treasury
Signature Page

In witness whereof, this side letter agreement has been duly executed by the authorized representatives of the parties hereto as of the date first above written.

LOWER EAST SIDE PEOPLE'S FEDERAL CREDIT UNION

By: _____
Name:
Title:

UNION SETTLEMENT FEDERAL CREDIT UNION

By: _____
Name:
Title:

UNITED STATES DEPARTMENT OF THE TREASURY

By: [redacted]
Name:
Title: