(CDFI Credit Unions
Senior Securities)

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

Dear Ladies and Gentlemen:

The credit union set forth on the signature page hereto (the "*Credit Union*") intends to issue in a private placement the subordinated debentures set forth on Schedule A hereto (the "*Senior Subordinated Securities*") and the United States Department of the Treasury (the "*Investor*") intends to purchase from the Credit Union the Senior Subordinated Securities.

The purpose of this letter agreement is to confirm the terms and conditions of the purchase by the Investor of the Senior Subordinated 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 Except to the extent supplemented or superseded by the terms set forth herein or in the Schedules hereto, the provisions contained in the Securities Purchase Agreement – Standard Terms attached hereto as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 Credit Union and the Investor hereby confirms its agreement with the other party with respect to the issuance by the Credit Union of the Senior Subordinated Securities and the purchase by the Investor of the Senior Subordinated 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) and the Disclosure Schedules (as defined in the Securities Purchase Agreement) 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: _____

INDEPENDENT EMPLOYERS GROUP FEDERAL CREDIT UNION

By: _____
Name: Bernard A. Balsis. Jr.
Title: President

Date: September 29, 2010

UST Sequence No. 1451
[redacted]

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: Herbert M. Allison Jr.
Title: Assistant Secretary for Financial Stability

INDEPENDENT EMPLOYERS GROUP FEDERAL CREDIT UNION

By:
Name: Bernard A. Balsis. Jr.
Title: President

Date: September 29, 2010

UST Sequence No. 1451
[redacted]

EXHIBIT A
(CDFI Credit Unions
Senior Securities)

SECURITIES PURCHASE AGREEMENT

STANDARD TERMS

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SECURITIES PURCHASE AGREEMENT – STANDARD TERMS

Recitals:

WHEREAS, the United States Department of the Treasury (the "*Investor*") may from time to time agree to purchase senior subordinated debentures from eligible financial institutions which elect to participate in the Community Development Capital Initiative ("*CDCI*");

WHEREAS, an eligible credit union electing to participate in the CDCI and issue securities to the Investor shall enter into a letter agreement (the "*Letter Agreement*") with the Investor which incorporates this Securities Purchase Agreement – Standard Terms (the eligible credit union identified in the Letter Agreement, the "*Credit Union*");

WHEREAS, the Credit Union agrees to support the availability of credit and financial services to underserved populations and communities in the United States to promote the expansion of small businesses and the creation of jobs in such populations and communities;

WHEREAS, the Credit Union agrees to work diligently, under existing and any future programs, to modify the terms of residential mortgages as appropriate to strengthen the health of the U.S. housing market;

WHEREAS, the Credit Union intends to issue in a private placement senior subordinated debentures ("*Senior Subordinated Securities*"), in an amount as set forth on Schedule A to the Letter Agreement and the Investor intends to purchase (the "*Purchase*") from the Credit Union the Senior Subordinated Securities; and

WHEREAS, the Purchase will be governed by this Securities Purchase Agreement – Standard Terms and the Letter Agreement, including the schedules thereto (the "*Schedules*"), specifying additional terms of the Purchase. This Securities Purchase Agreement – Standard Terms (including the Annexes hereto) and the Letter Agreement (including the Schedules thereto) are together referred to as this "*Agreement*". All references in this Securities Purchase Agreement – Standard Terms to "*Schedules*" are to the Schedules attached to the Letter Agreement.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I

Section 1.1 Definitions. Except as otherwise specified herein or as the context may otherwise require, the following terms have the respective meanings set forth below for all purposes of this Agreement.

"*Affiliate*" means, with respect to any person, any person directly or indirectly controlling, controlled by or under common control with, such other person. For purposes of this definition, "*control*" (including, with correlative meanings, the terms "*controlled by*" and "*under common control with*"), when used with respect to any person, means the possession, directly or

indirectly, of the power to cause the direction of management and/or policies of such person, whether through the ownership of voting securities by contract or otherwise.

"*Appropriate Supervisory Authority*" means the National Credit Union Administration in the case of credit unions chartered under the Federal Credit Union Act and the appropriate State Supervisory Authority along with the National Credit Union Administration, where applicable, in the case of state-chartered credit unions whose share accounts are insured by the National Credit Union Share Insurance Fund.

"*CDFI Events*" means the failure by the Credit Union at any time while the Senior Subordinated Securities are outstanding to (i) be certified by the Community Development Financial Institution Fund of the United States Department of the Treasury as a regulated community development financial institution; (ii) together with all of its Affiliates collectively meet the eligibility requirements of 12 C.F.R. 1805.200(b); (iii) have a primary mission of promoting community development, as may be determined by the United States Department of the Treasury from time to time, based on criteria set forth in 12 C.F.R. 1805.201(b)(1); (iv) provide Financial Products, Development Services, and/or other similar financing as a predominant business activity in arm's-length transactions; (v) serve a Target Market by serving one or more Investment Areas and/or Targeted Populations as may be determined by the United States Department of the Treasury from time to time, substantially in the manner set forth in 12 C.F.R. 1805.201(b)(3); (vi) provide Development Services in conjunction with its Financial Products, directly, through an Affiliate or through a contract with a third-party provider; (vii) maintain accountability to residents of the applicable Investment Area(s) or Targeted Population(s) through representation on its governing board of directors or otherwise; and (viii) remain a non-governmental entity which is not an agency or instrumentality of the United States of America, or any State or political subdivision thereof, as described in 12 C.F.R. 1805.201(b)(6) and within the meaning of any supplemental regulations or interpretations of 12 C.F.R. 1805.201(b)(6) or such supplemental regulations published by the Fund. Notwithstanding any other provision hereof, as used in this definition, the terms "*Affiliates*"; "*Financial Products*"; "*Development Services*"; "*Target Market*"; "*Investment Areas*"; and "*Targeted Populations*" have the meanings ascribed to such terms in 12 C.F.R. 1805.104. A CDFI Event may be waived in writing by the holders of a majority of the Senior Subordinated Securities then outstanding.

"*Credit Union Material Adverse Effect*" means a material adverse effect on (i) the business, results of operation or financial condition of the Credit Union and its consolidated subsidiaries taken as a whole; *provided, however*, that Credit Union Material Adverse Effect shall not be deemed to include the effects of (A) changes after the date of the Letter Agreement (the "*Signing Date*") in general business, economic or market conditions (including changes generally in prevailing interest rates, credit availability and liquidity, currency exchange rates and price levels or trading volumes in the United States or foreign securities or credit markets), or any outbreak or escalation of hostilities, declared or undeclared acts of war or terrorism, in each case generally affecting the industries in which the Credit Union and its subsidiaries operate, (B) changes or proposed changes after the Signing Date in generally accepted accounting principles in the United States ("*GAAP*") or regulatory accounting practices ("*RAP*"), or authoritative interpretations thereof, or (C) changes or proposed changes after the Signing Date in securities, banking and other laws of general applicability or related policies or

interpretations of Governmental Entities (in the case of each of these clauses (A), (B) and (C), other than changes or occurrences to the extent that such changes or occurrences have or would reasonably be expected to have a materially disproportionate adverse effect on the Credit Union and its consolidated subsidiaries taken as a whole relative to comparable U.S. banking or financial services organizations); or (ii) the ability of the Credit Union to consummate the Purchase and other transactions contemplated by this Agreement and perform its obligations hereunder or thereunder on a timely basis.

"*Disclosure Schedule*" means that certain schedule to this Agreement delivered to the Investor on or prior to the Signing Date, setting forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in Section 3.1.

"*Holder*" means a holder of the Senior Subordinated Securities.

"*Indebtedness*" means, whether or not recourse is to all or a portion of the assets of the Credit Union and whether or not contingent, (i) the claims of the Credit Union's secured and general creditors; (ii) every obligation of the Credit Union for money borrowed; (iii) every obligation of the Credit Union evidenced by bonds, debentures, notes or other similar instruments, including obligations incurred in connection with the acquisition of property, assets or businesses; (iv) every reimbursement obligation of the Credit Union, contingent or otherwise, with respect to letters of credit, bankers' acceptances, security purchase facilities or similar facilities issued for the account of the Credit Union; (v) every obligation of the Credit Union issued or assumed as the deferred purchase price of property or services (but excluding trade accounts payable or accrued liabilities arising in the ordinary course of business); (vi) every capital lease obligation of the Credit Union; (vii) all indebtedness of the Credit Union for claims in respect of derivative products, including interest rate, foreign exchange rate and commodity forward contracts, options and swaps and similar arrangements; (viii) every obligation of the type referred to in clauses (i) through (vii) of another person and all dividends of another person the payment of which, in either case, the Credit Union has guaranteed or is responsible or liable for directly or indirectly, as obligor or otherwise; and (ix) every obligation of the type referred to in clauses (i) through (vii) of another person and all dividends of another person the payment of which, in either case, is secured by a lien on any property or assets of the Credit Union.

"*knowledge of the Credit Union*" or "*Credit Union's knowledge*" means the actual knowledge after reasonable and due inquiry of the "*officers*" (as such term is defined in Rule 3b-2 under the Exchange Act) of the Credit Union.

"*Members*" means persons having ownership rights in the Credit Union by virtue of their ownership of a deposit at the Credit Union. The amount of the (i) "*Additional Dividends*" and (ii) total dividends declared and paid in each case for the year ended December 31, 2009 are set forth on Schedule B.

"*Previously Disclosed*" means information set forth on the Disclosure Schedule or the Disclosure Update, as applicable; *provided, however*, that disclosure in any section of such Disclosure Schedule or Disclosure Update, as applicable, shall apply only to the indicated

section of this Agreement except to the extent that it is reasonably apparent from the face of such disclosure that such disclosure is relevant to another section of this Agreement; *provided, further*, that the existence of Previously Disclosed information, pursuant to a Disclosure Update, shall neither obligate the Investor to consummate the Purchase nor limit or affect any rights of or remedies available to the Investor.

"*Senior Executive Officers*" means the Credit Union's "senior executive officers" as defined in Section 111 of EESA and the Compensation Regulations.

"*Senior Indebtedness*" means, with respect to the Senior Subordinated Securities, (i) all deposit liabilities of the Credit Union, (ii) the principal of (and premium, if any) and interest, if any (including interest accruing on or after the appointment of a receiver or conservator relating to the Credit Union, whether or not such claim for post appointment interest is allowed), on all Indebtedness, whether outstanding on the date of execution of this Agreement, or hereafter created, assumed or incurred, and any deferrals, renewals or extensions of such Indebtedness, (iii) any obligation to holders of Capital Interests or shares of equity in the Credit Union (if and upon conversion of the Credit Union to a stock-based entity) arising as a result of their status as holders of such Capital Interests or shares of equity and (iv) any claims of the National Credit Union Share Insurance Fund, *provided, however*, that Senior Indebtedness shall not include any other subordinated debt of the Credit Union that by its terms ranks *pari passu* or junior to the Senior Subordinated Securities issued hereunder.

"*State Restrictions*" means, if the Credit Union is organized under the laws of any state, any restrictions imposed by the laws of such state on voting rights of holders of the Senior Subordinated Securities that cannot be modified, waived or otherwise removed by the appropriate Governmental Entity of such state.

"*State Supervisory Authority*" means the appropriate governmental agency of the state in which the Credit Union is chartered, which regulates state-chartered credit unions.

"*subsidiary*" means any corporation, partnership, joint venture, limited liability company, credit union or other entity (x) of which such person or a subsidiary of such person is a general partner or (y) of which a majority of the voting securities or other voting interests, or a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or persons performing similar functions with respect to such entity, is directly or indirectly owned by such person and/or one or more subsidiaries thereof.

"*Tax*" or "*Taxes*" means any federal, state, local or foreign income, gross receipts, property, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add on minimum, *ad valorem*, transfer or excise tax, or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty or addition imposed by any Governmental Entity.

"*Transaction Documents*" means this Agreement, the Senior Subordinated Securities, and all other instruments, documents and agreements executed by or on behalf of the Credit Union and delivered concurrently herewith or at any time hereafter to or for the benefit of any holder of

any Senior Subordinated Security in connection with the transactions contemplated by this Agreement, all as amended, supplemented or modified from time to time.

Section 1.2 Interpretation. When a reference is made in this Agreement to "Recitals," "Articles" , "Sections" , or "Annexes" such reference shall be to a Recital, Article or Section of, or Annex to, this Securities Purchase Agreement – Standard Terms, and a reference to "Schedules" shall be to a Schedule to the Letter Agreement, in each case, unless otherwise indicated. The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. References to "herein", "hereof", "hereunder" and the like refer to this Agreement as a whole and not to any particular section or provision, unless the context requires otherwise. The table of contents and headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation". No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is entered into between sophisticated parties advised by counsel. All references to "$" or "dollars" mean the lawful currency of the United States of America. Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation include any successor to the section. References to a "*business day*" shall mean any day except Saturday, Sunday and any day on which banking institutions in the State of New York or the District of Columbia generally are authorized or required by law or other governmental actions to close.

ARTICLE II
Purchase; Closing

Section 2.1 Purchase. On the terms and subject to the conditions set forth in this Agreement, the Credit Union agrees to sell to the Investor, and the Investor agrees to purchase from the Credit Union, at the Closing (as hereinafter defined), the Senior Subordinated Securities in the form attached hereto as Annex A, appropriately completed in conformity herewith and duly and validly issued, authorized and executed by the Credit Union, in the aggregate principal amount set forth on Schedule A for the purchase price set forth on Schedule A (the "*Purchase Price*"). The Senior Subordinated Securities, including the principal and interest, shall be unsecured and subordinate and junior in right of payment to Senior Indebtedness to the extent set forth in Article VII hereof.

Section 2.2 Closing. (a) On the terms and subject to the conditions set forth in this Agreement, the closing of the Purchase (the "*Closing*") will take place at the location specified in Schedule A, at the time and on the date set forth in Schedule A or as soon as practicable thereafter, or at such other place, time and date as shall be agreed between the Credit Union and the Investor. The time and date on which the Closing occurs is referred to in this Agreement as the "*Closing Date*".

(b) Subject to the fulfillment or waiver of the conditions to the Closing in Section 2.3, at the Closing the Credit Union will deliver the Senior Subordinated Securities, as evidenced by

one or more debentures dated the Closing Date and bearing appropriate legends as hereinafter provided for, in exchange for payment in full of the Purchase Price by wire transfer of immediately available United States funds to a bank account or credit union account designated by the Credit Union on Schedule A.

Section 2.3 Closing Conditions. The obligation of the Investor to consummate the Purchase is subject to the fulfillment (or waiver by the Investor) at or prior to the Closing of each of the following conditions:

(a) (i) any approvals or authorizations of all United States and other governmental, regulatory or judicial authorities (collectively, "*Governmental Entities*") required for the consummation of the Purchase shall have been obtained or made in form and substance reasonably satisfactory to each party and shall be in full force and effect and all waiting periods required by United States and other applicable law, if any, shall have expired and (ii) no provision of any applicable United States or other law and no judgment, injunction, order or decree of any Governmental Entity shall prohibit the purchase and sale of the Senior Subordinated Securities as contemplated by this Agreement;

(b) (i) the representations and warranties of the Credit Union set forth in Section 3.1 shall be true and correct in all respects as though made on and as of the Closing Date (other than representations and warranties that by their terms speak as of another date, which representations and warranties shall be true and correct in all respects as of such other date) and (ii) the Credit Union shall have performed in all respects all obligations required to be performed by it under this Agreement at or prior to the Closing;

(c) the Credit Union shall have delivered to the Investor a certificate signed on behalf of the Credit Union by a Senior Executive Officer certifying to the effect that the conditions set forth in Section 2.3(b) have been satisfied, in substantially the form attached hereto as Annex B;

(d) if applicable, the Credit Union shall have duly adopted and filed with the Secretary of State of its jurisdiction of organization or other applicable Governmental Entity, an amendment to its certificate or articles of incorporation, articles of association, organization certificate or similar organizational document ("*Charter*") and its bylaws as in effect on the Closing Date;

(e) the Credit Union shall have delivered to the Investor true, complete and correct certified copies of the Charter and bylaws of the Credit Union;

(f) (i) the Credit Union shall have effected such changes to its compensation, bonus, incentive and other benefit plans, arrangements and agreements (including golden parachute, severance and employment agreements) (collectively, "*Benefit Plans*") with respect to its Senior Executive Officers and any other employee of the Credit Union or its Affiliates subject to Section 111 of the Emergency Economic Stabilization Act of 2008, as amended by the American Recovery and Reinvestment Act of 2009, or otherwise from time to time ("*EESA*"), as implemented by any guidance, rule or regulation thereunder, as the same shall be in effect from time to time (collectively, the "*Compensation Regulations*") (and to the extent necessary for such changes to be legally enforceable, each of its Senior Executive Officers and other employees

shall have duly consented in writing to such changes), as may be necessary, during the period in which any obligation of the Credit Union arising from financial assistance under the Troubled Asset Relief Program remains outstanding (such period, as it may be further described in the Compensation Regulations, the "*Relevant Period*"), in order to comply with Section 111 of EESA or the Compensation Regulations, and (ii) the Investor shall have received a certificate signed on behalf of the Credit Union by a Senior Executive Officer certifying to the effect that the condition set forth in Section 2.3(f)(i) has been satisfied, in substantially the form attached hereto as Annex B;

(g) each of the Credit Union's Senior Executive Officers and any other employee of the Credit Union or its Affiliates subject to Section 111 of EESA shall have delivered to the Investor a written waiver in the form attached hereto as Annex C releasing the Investor and the Credit Union from any claims that such Senior Executive Officer or other employee may otherwise have as a result of the modification of, or the agreement of the Credit Union hereunder to modify, the terms of any Benefit Plans with respect to its Senior Executive Officers or other employees to eliminate any provisions of such Benefit Plans that would not be in compliance with the requirements of Section 111 of EESA, as implemented by the Compensation Regulations;

(h) the Credit Union shall have delivered to the Investor a written opinion from counsel to the Credit Union (which may be internal counsel), addressed to the Investor and dated as of the Closing Date, in substantially the form attached hereto as Annex D;

(i) the Credit Union shall have delivered physical certificated debentures in proper form evidencing the Senior Subordinated Securities to the Investor or its designee(s) in the form attached hereto as Annex A;

(j) the Credit Union shall have taken all necessary action to ensure that the Credit Union and its executive officers, respectively, are in compliance with (i) all guidelines put forth by the Investor with respect to transparency, reporting and monitoring and (ii) the provisions of EESA and any federal law respecting EESA, including the Employ American Workers Act (Section 1611 of Division A, Title XVI of the American Recovery and Reinvestment Act of 2009), Public Law No. 111-5, effective as of February 17, 2009, and all rules, regulations and guidance issued thereunder;

(k) the Credit Union shall have delivered to the Investor a copy of the Disclosure Schedule on or prior to the Signing Date and to the extent, that any information set forth on the Disclosure Schedule needs to be updated or supplemented to make it true, complete and correct as of the Closing Date, (i) the Credit Union shall have delivered to the Investor an update to the Disclosure Schedule (the "*Disclosure Update*"), setting forth any information necessary to make the Disclosure Schedule true, correct and complete as of the Closing Date and (ii) the Investor, in its sole discretion, shall have approved the Disclosure Update, *provided, however*, that the delivery and acceptance of the Disclosure Update shall not limit or affect any rights of or remedies available to the Investor;

(l) the Credit Union shall have delivered to the Investor prior to the Signing Date either (i) a true, complete and correct certified copy of the CDFI Certification Application that

the Credit Union submitted to the Fund in connection with its certification as a CDFI along with any updates to the CDFI Certification Application necessary to make it true, complete and correct as of the Signing Date or (ii) to the extent a copy of the CDFI Certification Application that the Credit Union submitted to the Fund in connection with its certification as a CDFI is not available, a newly completed CDFI Certification Application true, complete and correct as of the Signing Date (the CDFI Certification Application, delivered to the Investor pursuant to this Section 2.3(l), the "*CDFI Application*"), and, to the extent any information set forth in the CDFI Application is not true, complete and correct as of the Closing Date, the Credit Union shall have delivered to the Investor an update to the CDFI Application (the "*CDFI Application Update*"), setting forth any information necessary to make the information set forth in the CDFI Application true, correct and complete as of the Closing Date;

(m) the Credit Union shall have delivered to the Investor each of the consolidated financial statements of the Credit Union and its consolidated subsidiaries for each of the last three (3) completed fiscal years of the Credit Union (which shall be audited to the extent audited financial statements are available prior to the Signing Date) and each completed quarterly period since the last completed fiscal year (collectively, the "*Credit Union Financial Statements*");

(n) (i) either (A) the Credit Union shall have received notice from the Appropriate Supervisory Authority that a "*Secondary Capital Plan*" (within the meaning of Section 701.34(b) of the regulations promulgated by the National Credit Union Administration and codified in 12 C.F.R. Parts 700-796 (the "*NCUA Regulations*")), covering the Senior Subordinated Securities has been approved (the "*SCP Notice*") or (B) 45 days shall have passed since the Credit Union submitted such a Secondary Capital Plan to the Appropriate Supervisory Authority and such Secondary Capital Plan has not been approved or disapproved and (ii) the Credit Union shall have delivered to Investor (A) a certified copy of the SCP Notice or (B) a certification that such Secondary Capital Plan has neither been approved nor disapproved; and

(o) the Credit Union shall have delivered to the Investor a copy of a "Disclosure and Acknowledgement" (within the meaning of Section 701.34(b)(11) of the NCUA Regulations) executed by the Credit Union and the Investor as of the Signing Date in the form attached hereto as Annex E.

ARTICLE III
Representations and Warranties

Section 3.1 Representations and Warranties of the Credit Union. Except as Previously Disclosed, the Credit Union represents and warrants to the Investor that as of the Signing Date and as of the Closing Date (or such other date specified herein):

(a) Organization, Authority and Significant Subsidiaries. The Credit Union has been duly formed and is validly existing and in good standing as a credit union chartered under the laws of its jurisdiction of organization, with the necessary power and authority to own, operate and lease its properties and conduct its business in all material respects as it is being currently conducted, and except as has not, individually or in the aggregate, had and would not reasonably be expected to have a Credit Union Material Adverse Effect, has been duly qualified as a foreign entity for the transaction of business and is in good standing under the laws of each other

jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification; each subsidiary of the Credit Union (each, a "*Credit Union Subsidiary*" and, collectively, the "*Credit Union Subsidiaries*") that would be considered a "significant subsidiary" within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act of 1933 (the "*Securities Act*") (each such Credit Union Subsidiary, a "*Significant Subsidiary*"), has been duly formed and is validly existing in good standing under the laws of its jurisdiction of organization. The Charter and bylaws of the Credit Union, copies of which have been provided to the Investor prior to the Signing Date, are true, complete and correct copies of such documents as in full force and effect as of the Signing Date and as of the Closing Date.

(b) Capitalization. The authorized and outstanding credit union membership share interests, regardless of form ("*Member Shares*") and capital instruments authorized by law, including but not limited to, subordinated debt ("*Other Capital Instruments*" and, together with the Member Shares, collectively, the "*Capital Interests*") and any authorized or outstanding instruments convertible into, or exercisable or exchangeable for, Capital Interests, as of the most recent fiscal month-end preceding the Signing Date (the "*Capitalization Date*") are set forth on Schedule B. The outstanding Capital Interests in the Credit Union have been duly authorized and are validly issued and outstanding, fully paid and nonassessable. Each holder of 5% or more of the Member Shares, and each holder of Other Capital Instruments, and such holder's primary address are set forth on Schedule B. The Other Capital Instruments are not subject to preemptive rights (and were not issued in violation of any preemptive rights). As of the Signing Date, the Credit Union does not have outstanding any securities or other obligations providing the holder the right to acquire its Other Capital Instruments that are not reserved for issuance as specified on Schedule B, and the Credit Union has not made any other commitment to authorize, issue or sell any Other Capital Instruments that is not specified on Schedule B. Since the Capitalization Date, the Credit Union has not issued any Other Capital Instruments, except as disclosed on Schedule B.

(c) Senior Subordinated Securities. The Senior Subordinated Securities, when executed and delivered, will be, the legal, valid and binding obligations of the Credit Union, each enforceable in accordance with its respective terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, receivership, conservatorship, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity ("*Bankruptcy Exceptions*").

(d) Low-Income Credit Union Status; Community Development Financial Institution Status.

(i) The Credit Union (A) is chartered under either (x) the Federal Credit Union Act of June 26, 1934, as amended (the "*Federal Credit Union Act*") or (y) the laws of any State, the District of Columbia or any territory or possession of the United States; (B) has its deposits insured by the National Credit Union Share Insurance Fund, if it is not chartered under the Federal Credit Union Act; (C) has a low-income designation under 12 C.F.R. 701.34; (D) is a "natural person credit union" as defined in 12 C.F.R. 725.2(m) and (E) is not a "corporate credit union" as defined in 12 C.F.R. 704.2.

(ii) The Credit Union (A), collectively with all of its "Affiliates" (within the meaning of 12 C.F.R. 1805.104) pursuant to 12 C.F.R. 1805.200(b), is a regulated community development financial institution (a "*CDFI*") currently certified by the Community Development Financial Institution Fund (the "*Fund*") of the United States Department of the Treasury pursuant to 12 C.F.R. 1805.201(a) as having satisfied the eligibility requirements of the Fund's Community Development Financial Institutions Program and (B) satisfies the eligibility requirements for a CDFI set forth in 12 C.F.R. 1805.201(b)(1)(6).

(e) Authorization, Enforceability.

(i) The Credit Union has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and thereunder (which includes the issuance of the Senior Subordinated Securities). The execution, delivery and performance by the Credit Union of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Credit Union and its Members and other non-Member holders of Capital Interests (collectively, "*Interest Holders*"), and no further approval or authorization is required on the part of the Credit Union. This Agreement is a valid and binding obligation of the Credit Union enforceable against the Credit Union in accordance with its terms, subject to the Bankruptcy Exceptions.

(ii) The execution, delivery and performance by the Credit Union of this Agreement and the consummation of the transactions contemplated hereby and compliance by the Credit Union with the provisions hereof, will not (A) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of the Credit Union or any Credit Union Subsidiary under any of the terms, conditions or provisions of (x) its organizational documents or (y) any note, debenture, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Credit Union or any Credit Union Subsidiary is a party or by which it or any Credit Union Subsidiary may be bound, or to which the Credit Union or any Credit Union Subsidiary or any of the properties or assets of the Credit Union or any Credit Union Subsidiary may be subject, or (B) subject to compliance with the statutes and regulations referred to in the next paragraph, violate any statute, rule or regulation or any judgment, ruling, order, writ, injunction or decree applicable to the Credit Union or any Credit Union Subsidiary or any of their respective properties or assets except, in the case of clauses (A)(y) and (B), for those occurrences that, individually or in the aggregate, have not had and would not reasonably be expected to have a Credit Union Material Adverse Effect.

(iii) Other than the filings with the applicable Governmental Entity, such filings and approvals as are required to be made or obtained under any state "blue sky" laws, if applicable, and such as have been made or obtained, no notice to, filing with, exemption or review by, or authorization, consent or approval of, any Governmental

Entity is required to be made or obtained by the Credit Union in connection with the consummation by the Credit Union of the Purchase except for any such notices, filings, exemptions, reviews, authorizations, consents and approvals the failure of which to make or obtain would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect.

(f) Charter; Bylaws; Agreements among Interest Holders; Anti-takeover Provisions and Rights Plan. The Board of Directors of the Credit Union ("*Board of Directors*") has taken all necessary action to ensure that the transactions contemplated by this Agreement and the consummation of the transactions contemplated hereby (i) are not prohibited by the Credit Union's Charter and bylaws or other organizational documents, or any operating agreement or agreement among the Interest Holders of the Credit Union, and has obtained all consents required by its Charter, bylaws or other organizational documents or by such operating agreement or agreements among Interest Holders of the Credit Union, or has amended the Charter and bylaws, as is necessary, in order to consummate the transactions contemplated by this Agreement and (ii) will be exempt from any anti-takeover or similar provisions of the Credit Union's Charter and bylaws, and any other provisions of any applicable anti-takeover laws and regulations of any jurisdiction.

(g) No Credit Union Material Adverse Effect. Since the last day of the last completed fiscal period for which financial statements are included in the Credit Union Financial Statements, no fact, circumstance, event, change, occurrence, condition or development has occurred that, individually or in the aggregate, has had or would reasonably be expected to have a Credit Union Material Adverse Effect, except as disclosed on Schedule C.

(h) Credit Union Financial Statements. The Credit Union Financial Statements present fairly in all material respects the consolidated financial position of the Credit Union and its consolidated subsidiaries as of the dates indicated therein and the consolidated results of their operations for the periods specified therein; and except as stated therein, such financial statements (i) were prepared in conformity with either (x) if the Credit Union has assets greater than $10,000,000, GAAP applied on a consistent basis (except as may be noted therein) or (y) if the Credit Union has assets under $10,000,000, RAP applied on a consistent basis (except as may be noted therein) and (ii) have been prepared from, and are in accordance with, the books and records of the Credit Union and the Credit Union Subsidiaries.

(i) Reports.

(i) Since December 31, 2008, the Credit Union and each Credit Union Subsidiary has filed all reports, registrations, documents, filings, statements and submissions, together with any amendments thereto, that it was required to file with any Governmental Entity (the foregoing, collectively, the "*Credit Union Reports*") and has paid all fees and assessments due and payable in connection therewith, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect. As of their respective dates of filing, the Credit Union Reports complied in all material respects with all statutes and applicable rules and regulations of the applicable Governmental Entities.

(ii) The records, systems, controls, data and information of the Credit Union and the Credit Union Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of the Credit Union or the Credit Union Subsidiaries or their accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be expected to have a material adverse effect on the system of internal accounting controls described below in this Section 3.1(i)(ii). The Credit Union (A) has implemented and maintains adequate disclosure controls and procedures to ensure that material information relating to the Credit Union, including the consolidated Credit Union Subsidiaries, is made known to the chief executive officer and the chief financial officer of the Credit Union by others within those entities, and (B) has disclosed, based on its most recent evaluation prior to the Signing Date, to the Credit Union's outside auditors and the audit committee of the Board of Directors of the Credit Union (x) any significant deficiencies and material weaknesses in the design or operation of internal controls that are reasonably likely to adversely affect the Credit Union's ability to record, process, summarize and report financial information and (y) any fraud, whether or not material, that involves management or other employees who have a significant role in the Credit Union's internal controls over financial reporting.

(j) No Undisclosed Liabilities. Neither the Credit Union nor any of the Credit Union Subsidiaries has any liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not properly reflected or reserved against in the Credit Union Financial Statements to the extent required to be so reflected or reserved against in accordance with GAAP, except for (i) liabilities that have arisen since the last fiscal year end in the ordinary and usual course of business and consistent with past practice and (ii) liabilities that, individually or in the aggregate, have not had and would not reasonably be expected to have a Credit Union Material Adverse Effect.

(k) Offering of Securities. Neither the Credit Union nor any person acting on its behalf has taken any action (including any offering of any securities of the Credit Union under circumstances which would require the integration of such offering with the offering of any of the Senior Subordinated Securities under the Securities Act, and the rules and regulations of the Securities and Exchange Commission (the "*SEC*") promulgated thereunder), which might subject the offering, issuance or sale of any of the Senior Subordinated Securities to Investor pursuant to this Agreement to the registration requirements of the Securities Act.

(l) Litigation and Other Proceedings. Except (i) as set forth on Schedule D or (ii) as would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect, there is no (A) pending or, to the knowledge of the Credit Union, threatened, claim, action, suit, investigation or proceeding against the Credit Union or any Credit Union Subsidiary or to which any of their assets are subject, nor is the Credit Union or any Credit Union Subsidiary subject to any order, judgment or decree, or (B) unresolved violation, criticism or exception by any Governmental Entity with respect to any report or relating to any examinations or inspections of the Credit Union or any Credit Union Subsidiaries.

(m) Compliance with Laws. Except as would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect, the Credit Union and the Credit Union Subsidiaries have all permits, licenses, franchises, authorizations, orders and approvals of, and have made all filings, applications and registrations with, Governmental Entities that are required in order to permit them to own or lease their properties and assets and to carry on their business as presently conducted and that are material to the business of the Credit Union or such Credit Union Subsidiary. Except as set forth on Schedule E, the Credit Union and the Credit Union Subsidiaries have complied in all respects and are not in default or violation of, and none of them is, to the knowledge of the Credit Union, under investigation with respect to or, to the knowledge of the Credit Union, have been threatened to be charged with or given notice of any violation of, any applicable domestic (federal, state or local) or foreign law, statute, ordinance, license, rule, regulation, policy or guideline, order, demand, writ, injunction, decree or judgment of any Governmental Entity, other than such noncompliance, defaults or violations that would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect. Except for statutory or regulatory restrictions of general application or as set forth on Schedule E, no Governmental Entity has placed any restriction on the business or properties of the Credit Union or any Credit Union Subsidiary that would, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect.

(n) Employee Benefit Matters. Except as would not reasonably be expected to have, either individually or in the aggregate, a Credit Union Material Adverse Effect: (i) each "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*")) providing benefits to any current or former employee, officer or director of the Credit Union or any member of its "*Controlled Group*" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "*Code*")) that is sponsored, maintained or contributed to by the Credit Union or any member of its Controlled Group and for which the Credit Union or any member of its Controlled Group would have any liability, whether actual or contingent (each, a "*Plan*") has been maintained in compliance with its terms and with the requirements of all applicable statutes, rules and regulations, including ERISA and the Code; (ii) with respect to each Plan subject to Title IV of ERISA (including, for purposes of this clause (ii), any plan subject to Title IV of ERISA that the Credit Union or any member of its Controlled Group previously maintained or contributed to in the six years prior to the Signing Date), (A) no "reportable event" (within the meaning of Section 4043(c) of ERISA), other than a reportable event for which the notice period referred to in Section 4043(c) of ERISA has been waived, has occurred in the three years prior to the Signing Date or is reasonably expected to occur, (B) no "accumulated funding deficiency" (within the meaning of Section 302 of ERISA or Section 412 of the Code), whether or not waived, has occurred in the three years prior to the Signing Date or is reasonably expected to occur, (C) the fair market value of the assets under each Plan exceeds the present value of all benefits accrued under such Plan (determined based on the assumptions used to fund such Plan) and (D) neither the Credit Union nor any member of its Controlled Group has incurred in the six years prior to the Signing Date, or reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation in the ordinary course and without default) in respect of a Plan (including any Plan that is a "multiemployer plan", within the meaning of Section 4001(c)(3) of ERISA); and

(iii) each Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service with respect to its qualified status that has not been revoked, or such a determination letter has been timely applied for but not received by the Signing Date, and nothing has occurred, whether by action or by failure to act, which could reasonably be expected to cause the loss, revocation or denial of such qualified status or favorable determination letter.

(o) Taxes. Except as would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect, (i) the Credit Union and the Credit Union Subsidiaries have filed all federal, state, local and foreign income and franchise Tax returns (together with any schedules and attached thereto) required to be filed through the Signing Date, subject to permitted extensions, and have paid all Taxes due thereon, (ii) all such Tax returns (together with any schedules and attached thereto) are true, complete and correct in all material respects and were prepared in compliance with all applicable laws and (iii) no Tax deficiency has been determined adversely to the Credit Union or any of the Credit Union Subsidiaries, nor does the Credit Union have any knowledge of any Tax deficiencies.

(p) Properties and Leases. Except as would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect, the Credit Union and the Credit Union Subsidiaries have good and marketable title to all real properties and all other properties and assets owned by them, in each case free from liens (including, without limitation, liens for Taxes), encumbrances, claims and defects that would affect the value thereof or interfere with the use made or to be made thereof by them. Except as would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect, the Credit Union and the Credit Union Subsidiaries hold all leased real or personal property under valid and enforceable leases with no exceptions that would interfere with the use made or to be made thereof by them.

(q) Environmental Liability. Except as would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect:

(i) there is no legal, administrative, or other proceeding, claim or action of any nature seeking to impose, or that would reasonably be expected to result in the imposition of, on the Credit Union or any Credit Union Subsidiary, any liability relating to the release of hazardous substances as defined under any local, state or federal environmental statute, regulation or ordinance, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, pending or, to the Credit Union's knowledge, threatened against the Credit Union or any Credit Union Subsidiary;

(ii) to the Credit Union's knowledge, there is no reasonable basis for any such proceeding, claim or action; and

(iii) neither the Credit Union nor any Credit Union Subsidiary is subject to any agreement, order, judgment or decree by or with any court, Governmental Entity or third party imposing any such environmental liability.

(r) Risk Management Instruments. Except as would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect, all derivative instruments, including, swaps, caps, floors and option agreements, whether entered into for the Credit Union's own account, or for the account of one or more of the Credit Union Subsidiaries or its or their customers, were entered into (i) only in the ordinary course of business, (ii) in accordance with prudent practices and in all material respects with all applicable laws, rules, regulations and regulatory policies and (iii) with counterparties believed to be financially responsible at the time; and each of such instruments constitutes the valid and legally binding obligation of the Credit Union or one of the Credit Union Subsidiaries, enforceable in accordance with its terms, except as may be limited by the Bankruptcy Exceptions. Neither the Credit Union nor the Credit Union Subsidiaries, nor, to the knowledge of the Credit Union, any other party thereto, is in breach of any of its obligations under any such agreement or arrangement other than such breaches that would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect.

(s) Agreements with Regulatory Agencies. Except as set forth on Schedule F, neither the Credit Union nor any Credit Union Subsidiary is subject to any material cease-and-desist or other similar order or enforcement action issued by, or is a party to any material written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any capital directive by, or since December 31, 2006, has adopted any board resolutions at the request of, any Governmental Entity that currently restricts in any material respect the conduct of its business or that in any material manner relates to its capital adequacy, its liquidity and funding policies and practices, its ability to pay dividends, its credit, risk management or compliance policies or procedures, its internal controls, its management or its operations or business (each item in this sentence, a "*Regulatory Agreement*"), nor has the Credit Union or any Credit Union Subsidiary been advised since December 31, 2006, by any such Governmental Entity that it is considering issuing, initiating, ordering, or requesting any such Regulatory Agreement. The Credit Union and each Credit Union Subsidiary is in compliance in all material respects with each Regulatory Agreement to which it is party or subject, and neither the Credit Union nor any Credit Union Subsidiary has received any notice from any Governmental Entity indicating that either the Credit Union or any Credit Union Subsidiary is not in compliance in all material respects with any such Regulatory Agreement.

(t) Insurance. The Credit Union and the Credit Union Subsidiaries are insured with reputable insurers against such risks and in such amounts as the management of the Credit Union reasonably has determined to be prudent and consistent with industry practice. The Credit Union and the Credit Union Subsidiaries are in material compliance with their insurance policies and are not in default under any of the material terms thereof, each such policy is outstanding and in full force and effect, all premiums and other payments due under any material policy have been paid, and all claims thereunder have been filed in due and timely fashion, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect.

(u) Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect, (i) the Credit Union and each Credit Union Subsidiary owns or otherwise has the right to use, all intellectual property

rights, including all trademarks, trade dress, trade names, service marks, domain names, patents, inventions, trade secrets, know-how, works of authorship and copyrights therein, that are used in the conduct of their existing businesses and all rights relating to the plans, design and specifications of any of its branch facilities ("*Proprietary Rights*"), free and clear of all liens and any claims of ownership by current or former employees, contractors, designers or others and (ii) neither the Credit Union nor any of the Credit Union Subsidiaries is materially infringing, diluting, misappropriating or violating, nor has the Credit Union or any of the Credit Union Subsidiaries received any written (or, to the knowledge of the Credit Union, oral) communications alleging that any of them has materially infringed, diluted, misappropriated or violated, any of the Proprietary Rights owned by any other person. Except as would not, individually or in the aggregate, reasonably be expected to have a Credit Union Material Adverse Effect, to the Credit Union's knowledge, no other person is infringing, diluting, misappropriating or violating, nor has the Credit Union or any or the Credit Union Subsidiaries sent any written communications since January 1, 2007, alleging that any person has infringed, diluted, misappropriated or violated, any of the Proprietary Rights owned by the Credit Union and the Credit Union Subsidiaries.

(v) Brokers and Finders. The Investor has no liability for any amounts that any broker, finder or investment banker is entitled to for any financial advisory, brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon arrangements made by or on behalf of the Credit Union or any Credit Union Subsidiary.

(w) Disclosure Schedule. The Credit Union has delivered the Disclosure Schedule and, if applicable, the Disclosure Update to the Investor and the information contained in the Disclosure Schedule, as modified by the information contained in the Disclosure Update, if applicable, is true, complete and correct.

ARTICLE IV
Covenants

Section 4.1 Affirmative Covenants. The Credit Union hereby covenants and agrees with Investor that:

(a) Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, each of the parties will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under applicable laws, so as to permit consummation of the Purchase as promptly as practicable and otherwise to enable consummation of the transactions contemplated hereby and shall use commercially reasonable efforts to cooperate with the other party to that end.

(b) Certain Notifications until Closing. From the Signing Date until the Closing, the Credit Union shall promptly notify the Investor of (i) any fact, event or circumstance of which it is aware and which would reasonably be expected to cause any representation or warranty of the Credit Union contained in this Agreement to be untrue or inaccurate in any material respect or to cause any covenant or agreement of the Credit Union contained in this Agreement not to be

complied with or satisfied in any material respect and (ii) except as Previously Disclosed, any fact, circumstance, event, change, occurrence, condition or development of which the Credit Union is aware and which, individually or in the aggregate, has had or would reasonably be expected to have a Credit Union Material Adverse Effect; *provided, however*, that delivery of any notice pursuant to this Section 4.1(b) shall not limit or affect any rights of or remedies available to the Investor.

(c) Access, Information and Confidentiality.

(i) From the Signing Date until the date when the Investor owns an amount of Senior Subordinated Securities having an aggregate face value of less than 10% of the Purchase Price, the Credit Union will permit the Investor and its agents, consultants, contractors and advisors (x) acting through the Appropriate Supervisory Authority, or otherwise to the extent necessary to evaluate, manage, or transfer its investment in the Credit Union, to examine the Credit Union's books, Tax returns (including all schedules and attached thereto) and other information reasonably requested by Investor relating to Taxes and make copies thereof and to discuss the affairs, finances and accounts of the Credit Union and the Credit Union Subsidiaries with the principal officers of the Credit Union, all upon reasonable notice and at such reasonable times and as often as the Investor may reasonably request and (y) to review any information material to the Investor's investment in the Credit Union provided by the Credit Union to its Appropriate Supervisory Authority. Any investigation pursuant to this Section 4.1(c) shall be conducted during normal business hours and in such manner as not to interfere unreasonably with the conduct of the business of the Credit Union, and nothing herein shall require the Credit Union or any Credit Union Subsidiary to disclose any information to the Investor to the extent (A) prohibited by applicable law or regulation, or (B) that such disclosure would reasonably be expected to cause a violation of any agreement to which the Credit Union or any Credit Union Subsidiary is a party or would cause a risk of a loss of privilege to the Credit Union or any Credit Union Subsidiary (*provided* that the Credit Union shall use commercially reasonable efforts to make appropriate substitute disclosure arrangements under circumstances where the restrictions in this clause (i) apply).

(ii) From the Signing Date until the date on which all of the Senior Subordinated Securities have been redeemed in whole, the Credit Union will deliver, or will cause to be delivered, to the Investor:

(A) as soon as available after the end of each fiscal year of the Credit Union, and in any event within 90 days thereafter, a consolidated balance sheet of the Credit Union as of the end of such fiscal year, and consolidated statements of income, retained earnings and cash flows of the Credit Union for such year, in each case prepared in accordance with GAAP or RAP, as applicable, and setting forth in each case in comparative form the figures for the previous fiscal year of the Credit Union and which shall be audited to the extent audited financial statements are available;

(B) as soon as available after the end of the first, second and third quarterly periods in each fiscal year of the Credit Union, a copy of any quarterly reports provided to Interest Holders of the Credit Union or Credit Union management by the Credit Union;

(C) as soon as available after the Credit Union receives any assessment of the Credit Union's internal controls, a copy of such assessment;

(D) annually on a date specified by the Investor, a completed survey, in a form specified by the Investor, providing, among other things, a description of how the Credit Union has utilized the funds the Credit Union received hereunder in connection with the sale of the Senior Subordinated Securities and the effects of such funds on the operations and status of the Credit Union;

(E) as soon as such items become effective, any amendments to the Charter, bylaws or other organizational documents of the Credit Union; and

(F) at the same time as such items are sent to all Members of the Credit Union, copies of any information or documents, excluding any general solicitations or advertisements for services and products, sent by the Credit Union to its Members.

(iii) The Investor will use reasonable best efforts to hold, and will use reasonable best efforts to cause its agents, consultants, contractors and advisors and United States executive branch officials and employees, to hold, in confidence all non-public records, books, contracts, instruments, computer data and other data and information (collectively, "*Information*") concerning the Credit Union furnished or made available to it by the Credit Union or its representatives pursuant to this Agreement (except to the extent that such information can be shown to have been (A) previously known by such party on a non-confidential basis, (B) in the public domain through no fault of such party or (C) later lawfully acquired from other sources by the party to which it was furnished (and without violation of any other confidentiality obligation)); *provided* that nothing herein shall prevent the Investor from disclosing any Information to the extent required by applicable laws or regulations or by any subpoena or similar legal process. The Investor understands that the Information may contain commercially sensitive confidential information entitled to an exception from a Freedom of Information Act request.

(iv) The Investor's information rights pursuant to Section 4.1(c)(ii)(A), (B), (C), (E) and (F) and the Investor's right to receive certifications from the Credit Union pursuant to Section 4.1(d)(ii) may be assigned by the Investor to a transferee or assignee of the Senior Subordinated Securities with a face value of no less than an amount equal to 2% of the Purchase Price.

(v) From the Signing Date until the date when the Investor no longer owns any Senior Subordinated Securities, the Credit Union shall permit, and shall cause each of the Credit Union's Subsidiaries to permit (A) the Investor and its agents, consultants,

contractors and advisors, (B) the Special Inspector General of the Troubled Asset Relief Program, and (C) the Comptroller General of the United States access to personnel and any books, papers, records or other data, in each case, to the extent relevant to ascertaining compliance with the financing terms and conditions; *provided* that, prior to disclosing any information pursuant to clause (B) or (C), the Special Inspector General of the Troubled Asset Relief Program and the Comptroller General of the United States shall have agreed, with respect to documents obtained under this Agreement in furtherance of its function, to follow applicable law and regulation (and the applicable customary policies and procedures) regarding the dissemination of confidential materials, including redacting confidential information from the public version of its reports and soliciting the input from the Credit Union as to information that should be afforded confidentiality, as appropriate.

(vi) Nothing in this Section shall be construed to limit the authority that the Special Inspector General of the Troubled Asset Relief Program, the Comptroller General of the United States or any other applicable regulatory authority has under law.

(d) CDFI Requirements.

(i) From the Signing Date until the date on which all of the Senior Subordinated Securities have been redeemed in whole, the Credit Union shall (A) be certified by the Fund as a CDFI; (B) together with all of its Affiliates collectively meet the eligibility requirements of 12 C.F.R. 1805.200(b); (C) have a primary mission of promoting community development, as may be determined by Investor from time to time, based on criteria set forth in 12 C.F.R. 1805.201(b)(1); (D) provide Financial Products, Development Services, and/or other similar financing as a predominant business activity in arm's-length transactions; (E) serve a Target Market by serving one or more Investment Areas and/or Targeted Populations as may be determined by Investor from time to time, substantially in the manner set forth in 12 C.F.R. 1805.201(b)(3); (F) provide Development Services in conjunction with its Financial Products, directly, through an Affiliate or through a contract with a third-party provider; (G) maintain accountability to residents of the applicable Investment Area(s) or Targeted Population(s) through representation on its governing Board of Directors or otherwise; and (H) remain a non-governmental entity which is not an agency or instrumentality of the United States of America, or any State or political subdivision thereof, as described in 12 C.F.R. 1805.201(b)(6) and within the meaning of any supplemental regulations or interpretations of 12 C.F.R. 1805.201(b)(6) or such supplemental regulations published by the Fund. Notwithstanding any other provision hereof, as used in this Section 4.1(d), the terms "*Affiliates*"; "*Financial Products*"; "*Development Services*"; "*Target Market*"; "*Investment Areas*"; and "*Targeted Populations*" have the meanings ascribed to such terms in 12 C.F.R. 1805.104.

(ii) From the Signing Date until the date on which all of the Senior Subordinated Securities have been redeemed in whole, the Credit Union shall deliver to Investor (1) (x) on the date that is 180 days after the Closing Date and (y) annually on the same date on which the Credit Union delivers the documentation required under Section 4.1(c)(ii), (A) to the Investor, a certificate signed on behalf of the Credit Union

by a Senior Executive Officer, in substantially the form attached hereto as Annex F, certifying (A) that the Credit Union remains in compliance with the covenants set forth in Section 4.1(d)(i); (B) that the information in the CDFI Application, as modified by any updates to the CDFI Application provided by the Credit Union to the Investor on or prior to the date of such certificate, with respect to the covenants set forth in Section 4.1(d)(i)(B) and Section 4.1(d)(i)(D) remains true, correct and complete as of such date or, to the extent any information set forth in the CDFI Application, as modified by any updates to the CDFI Application provided by the Credit Union to the Investor on or prior to the date of such certificate, with respect to such covenants needs to be updated or supplanted to make it true, complete and correct as of such date, that an updated narrative to the CDFI Application setting forth any information necessary to make the information set forth in the CDFI Application is true, complete and correct as of such date; (C) either (a) that the contracts and material agreements entered into by the Credit Union with respect to Development Services previously disclosed to the Investor remain in effect or (b) that attached are any new contracts and material agreements entered into by the Credit Union with respect to Development Services; (iv) a list of the names and addresses of the individuals which comprise the Board of Directors as of such date and, to the extent any of such individuals was not a member of the Board of Directors as of the last certification to the Investor, a narrative describing such individual's relationship to the applicable Investment Area(s) and Targeted Population(s) or, if the Credit Union maintains accountability to residents of the applicable Investment Area(s) or Target Population(s) through means other than representation on its governing Board of Directors and such means have changed since the date of the last certification to the Investor, a narrative describing such change and (v) that the Credit Union is not an agency of the United States of America, or any State or political subdivision thereof, as described in 12 C.F.R. 1805.201(b)(6) and within the meaning of any supplemental regulations or interpretations of 12 C.F.R. 1805.201(b)(6) or such supplemental regulations published by the Fund and (2) within five (5) business days of receipt, copies of any notices, correspondence or other written communication between the Credit Union and the Fund, including any form the Credit Union is required to provide to the Fund due to the occurrence of a "Material Event" within the meaning of the Fund's CDFI Certification Procedures.

(iii) The Credit Union shall immediately notify the Investor upon the occurrence of any breach of any of the covenants set forth in Section 4.1(d).

(iv) If at any time the Credit Union is no longer certified as a CDFI, but one or more Affiliates thereof are certified as CDFIs (such affiliates, the "*Certified Entities*"), the Credit Union shall (A) immediately notify the Investor of such status, (B) cause the Certified Entities to comply with the covenants set forth in Section 4.1(d)(i), (C) on an annual basis pursuant to Section 4.1(d)(ii), deliver to Investor, the certificates and documentation required by clauses (A), (B) and (C) in Section 4.1(d)(ii)(1)(y), with respect to the Certified Entities and (D) execute and deliver to Investor such amendments or documents or perform such other acts as the Investor may deem necessary, in its sole discretion, for the Credit Union and the Certified Entities to comply with the terms and conditions of this Agreement.

(e) Executive Compensation.

(i) Benefit Plans. During the Relevant Period, the Credit Union shall take all necessary action to ensure that the Benefit Plans of the Credit Union and its Affiliates comply in all respects with, and shall take all other actions necessary to comply with, Section 111 of EESA as implemented by the Compensation Regulations, and neither the Credit Union nor any of its Affiliates shall adopt any new Benefit Plan (x) that does not comply therewith or (y) that does not expressly state and require that such Benefit Plan and any compensation thereunder shall be subject to any relevant Compensation Regulations adopted, issued or released on or after the date any such Benefit Plan is adopted. To the extent that EESA and/or the Compensation Regulations are amended or otherwise change during the Relevant Period in a manner that requires changes to then-existing Benefit Plans, or that requires other actions, the Credit Union and its Affiliates shall effect such changes to its or their Benefit Plans, and take such other actions, as promptly as practicable after it has actual knowledge of such amendments or changes in order to be in compliance with this Section 4.1(e) (and shall be deemed to be in compliance for a reasonable period to effect such changes). In addition, the Credit Union and its Affiliates shall take all necessary action, other than to the extent prohibited by applicable law or regulation applicable outside of the United States, to ensure that the consummation of the transactions contemplated by this Agreement will not accelerate the vesting, payment or distribution of any deferred cash awards or any nonqualified deferred compensation payable by the Credit Union or any of its Affiliates.

(ii) Additional Waivers. After the Closing Date, in connection with the hiring or promotion of a Section 4.1(e) Employee and/or the promulgation of applicable Compensation Regulations or otherwise, to the extent any Section 4.1(e) Employee shall not have executed a waiver in a form satisfactory to the Investor with respect to the application to such Section 4.1(e) Employee of the Compensation Regulations, the Credit Union shall use its best efforts to (x) obtain from such Section 4.1(e) Employee a waiver in substantially the form attached hereto as Annex C and (y) deliver such waiver to the Investor as promptly as possible, in each case within sixty days of such Section 4.1(e) Employee's becoming subject to the requirements of this section. "*Section 4.1(e) Employee*" means (A) each Senior Executive Officer and (B) any other employee of the Credit Union or any of its Affiliates determined at any time to be subject to Section 111 of EESA as implemented by the Compensation Regulations.

(iii) Clawback. In the event that any Section 4.1(e) Employee receives a payment in contravention of the provisions of this Section 4.1(e), the Credit Union shall promptly provide such individual with written notice that the amount of such payment must be repaid to the Credit Union in full within fifteen business days following receipt of such notice or such earlier time as may be required by the Compensation Regulations and shall promptly inform the Investor (x) upon discovering that a payment in contravention of this Section 4.1(e) has been made and (y) following the repayment to the Credit Union of such amount, and shall take such other actions as may be necessary to comply with the Compensation Regulations.

(iv) Limitation on Deductions. During the Relevant Period, the Credit Union agrees that it shall not claim a deduction for remuneration for federal income tax purposes in excess of $500,000 for each Senior Executive Officer that would not be deductible if Section 162(m)(5) of the Code applied to the Credit Union.

(f) Payment of Principal and Interest. The Credit Union covenants and agrees for the benefit of the Holders of the Senior Subordinated Securities that it will duly and punctually pay or cause to be paid the principal of and interest on the Senior Subordinated Securities at the respective times and in the manner provided herein. Payment of the principal of and interest on the Senior Subordinated Securities due on the Maturity Date will be made by the Credit Union in immediately available funds against presentation and surrender of the Senior Subordinated Securities. Each installment of interest on the Senior Subordinated Securities due on an Interest Payment Date other than the Maturity Date shall be paid 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.

(g) HAMP Modifications. The Credit Union shall take all necessary action to ensure that (i) from and after the date the Credit Union or any Credit Union Subsidiary that services residential mortgage loans has 100 or more residential mortgage loans not owned or guaranteed by Fannie Mae or Freddie Mac which have been past due for 60 or more days, the Credit Union or such Credit Union Subsidiary shall, to the extent such programs are open for participation, (A) participate in the United States Department of the Treasury's Making Home Affordable ("*MHA*") program, including MHA's Second Lien Modification Program and (B) immediately execute a Commitment to Purchase Financial Instrument and Servicer Participation Agreement (in such form as may be set forth on the MHA website at www.hmpadmin.com from time to time) with Fannie Mae (acting as the United States Department of the Treasury's fiscal agent) and (ii) if the Credit Union or any Credit Union Subsidiary owns mortgage loans that are serviced by a non-affiliated mortgage servicer, the Credit Union or such Credit Union Subsidiary shall consent to any MHA modification request made by such mortgage servicer.

(h) Predominantly Financial. For as long as the Investor owns any Senior Subordinated Securities, the Credit Union, agrees to remain predominantly engaged in financial activities. A entity is predominantly engaged in financial activities if the annual gross revenues derived by the entity and all subsidiaries of the entity (excluding revenues derived from subsidiary depository institutions), on a consolidated basis, from engaging in activities that are financial in nature or are incidental to a financial activity under subsection (k) of Section 4 of the Bank Holding Company Act of 1956 (12 U.S.C. 1843(k)) represent at least 85 percent of the consolidated annual gross revenues of the entity.

(i) Capital Covenant. From the Signing Date until the date on which all of the Senior Subordinated Securities have been redeemed in whole, the Credit Union and the Credit Union Subsidiaries shall maintain such capital as may be necessary to meet the minimum capital requirements of the Appropriate Supervisory Authority, as in effect from time to time.

(j) Compliance with Employ American Workers Act. The Credit Union shall agree to comply, and take all necessary action to ensure that any Credit Union Subsidiary complies, in all respects with the provisions of EESA and any federal law respecting EESA, including the

Employ American Workers Act (Section 1611 of Division A, Title XVI of the American Recovery and Reinvestment Act of 2009), Public Law No. 111-5, effective as of February 17, 2009, as implemented by any rules, regulation or guidance thereunder, as such may be amended or supplemented from time to time, and any applicable guidance of the United States Department of the Treasury with respect thereto.

Section 4.2 Negative Covenants. The Credit Union hereby covenants and agrees with the Investor that:

(a) Certain Transactions. The Credit Union shall not merge or consolidate with, or sell, transfer or lease all or substantially all of its property or assets to, any other party unless the successor, transferee or lessee party (or its ultimate parent entity), as the case may be (if not the Credit Union), expressly assumes the due and punctual performance and observance of each and every covenant, agreement and condition of this Agreement to be performed and observed by the Credit Union.

(b) Restriction on Dividends and Repurchases.

(i) Prior to the date on which all of the Senior Subordinated Securities have been redeemed in whole, neither the Credit Union nor any Credit Union Subsidiary shall, redeem, purchase, repay or acquire any equity or debt capital instruments of any kind of the Credit Union or any Credit Union Subsidiary, other than (A) maturing secondary capital accounts (for the avoidance of doubt, only with respect to amounts mandatorily then due and payable pursuant to the terms of the instrument thereof with respect to such secondary capital accounts and not any changes in regulatory treatment) or (B) redemptions, purchases, repayments or other acquisitions of Capital Interests or other securities of any kind of the Credit Union or any Credit Union Subsidiary required pursuant to binding contractual agreements entered into prior to October 21, 2009 or (C) good faith transactions in the ordinary course of business involving Member Shares, unless all accrued and unpaid interest for all past interest periods on the Senior Subordinated Securities is paid in full. For purposes of this Section 4.2(b)(i), the term "*secondary capital account*" shall have the meaning ascribed to such term in Section 701.34(b)(6) of the NCUA Regulations or shall mean any comparable instrument authorized by applicable state regulations, as applicable.

(ii) Notwithstanding anything contained in this Section 4.2(b), prior to the date on which all of the Senior Subordinated Securities have been redeemed in whole, no Additional Dividends may be declared or paid on any Capital Interests or other capital instruments of any kind of the Credit Union or any Credit Union Subsidiary. The term "*Additional Dividends*" shall mean special dividends paid on Capital Interests or other capital instruments of any kind of the Credit Union or any Credit Union Subsidiary in excess of dividends paid at the stated market dividend rates on share accounts and other deposit liabilities of the Members and the stated interest or dividend rates payable on any other capital instruments of the Credit Union or any Credit Union Subsidiary.

(c) Related Party Transactions. Until such time as the Investor ceases to own any debt or equity securities of the Credit Union, including the Senior Subordinated Securities, the

Credit Union and the Credit Union Subsidiaries shall not enter into transactions with Affiliates or related persons (within the meaning of Item 404 under the SEC's Regulation S-K) unless (A) such transactions are on terms no less favorable to the Credit Union and the Credit Union Subsidiaries than could be obtained from an unaffiliated third party, and (B) have been approved by the audit committee of the Board of Directors or comparable body of independent directors of the Credit Union, or if there are no independent directors, the Board of Directors, *provided* that the Board of Directors shall maintain written documentation which supports its determination that the transaction meets the requirements of clause (A) of this Section 4.2(c).

(d). Restriction on Repurchase of Senior Subordinated Securities Not Held by Investor. Prior to the date on which the Investor no longer owns any Senior Subordinated Securities, the Credit Union shall not repurchase, redeem, call or otherwise reacquire any Senior Subordinated Securities from any Holder thereof, whether by means of open market purchase, negotiated transaction, or otherwise, unless it offers to repurchase, redeem, call or otherwise reacquire a ratable portion of the Senior Subordinated Securities then held by the Investor on the same terms and conditions.

ARTICLE V
Remedies of the Holders upon Event of Default

Section 5.1 Event of Default. "*Event of Default*" shall mean the occurrence or existence of any one or more of the following:

(a) Receivership or Conservatorship.

(i) There shall be appointed a receiver, conservator, liquidator, assignee, custodian, trustee, sequestrator or other similar official of the Credit Union or for any substantial part of its property, and such appointment shall remain unstayed and in effect for a period of sixty (60) days;

(ii) The Credit Union shall consent to the appointment of a receiver, conservator, liquidator, assignee, custodian, trustee, sequestrator or other similar official for it or all or substantially all of its property in any liquidation, insolvency or similar proceeding with respect to it or all or substantially all of its property.

(b) Dissolution. Any order, judgment or decree is entered against the Credit Union or a Credit Union Subsidiary decreeing the dissolution or split-up of the Credit Union or a Credit Union Subsidiary and such order remains undischarged or unstayed for a period in excess of thirty (30) days.

Section 5.2 Acceleration and Other Remedies. When any Event of Default has occurred and is continuing, then the Senior Subordinated Securities, including both principal and interest, and all fees, charges and other obligations payable hereunder and under the Transaction Documents, shall immediately become due and payable without presentment, demand, protest or notice of any kind. In addition, the Holders may exercise any and all remedies available to it under the Transaction Documents or applicable law.

Section 5.3 Suits for Enforcement. In case any one or more Events of Default shall have occurred and be continuing, unless such Events of Default shall have been waived in the manner provided in Section 5.5 hereof, the Holders holding more than fifty percent (50%) of the aggregate outstanding principal amount of the Senior Subordinated Securities (the "*Majority Holders*"), subject to the terms of Article VI hereof, may proceed to protect and enforce their rights under this Article V by suit in equity or action at law. It is agreed that in the event of such action, or any action between the Holders of the Senior Subordinated Securities and the Credit Union (including its officers and agents) in connection with a breach or enforcement of this Agreement, the Holders of the Senior Subordinated Securities shall be entitled to receive all reasonable fees, costs and expenses incurred, including without limitation such reasonable fees and expenses of attorneys (whether or not litigation is commenced) and reasonable fees, costs and expenses of appeals.

Section 5.4 Holders May File Proofs of Claim. In case there shall be pending proceedings for the bankruptcy or for the reorganization of any obligor on the Senior Subordinated Securities (other than the Credit Union) under Title 11, United States Code, or any other applicable law, or in case a receiver, conservator or trustee shall have been appointed for the Credit Union or such other obligor (each, an "*Obligor*") or a Significant Subsidiary, or in the case of any other similar judicial proceedings relative to an Obligor or a Significant Subsidiary, or to the creditors or property of an Obligor or a Significant Subsidiary, any Holder, irrespective of whether the principal of the Senior Subordinated Securities shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether any such Holder shall have made any demand pursuant to the provisions of this Section 5.4, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Senior Subordinated Securities held by any such Holder and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of any such Holder allowed in such judicial proceedings relative to an Obligor or a Significant Subsidiary, or to the creditors or property of an Obligor, unless prohibited by applicable law and regulations, to vote in any election of a trustee or a standby trustee in arrangement, reorganization, liquidation or other bankruptcy or insolvency proceedings or person performing similar functions in comparable proceedings, and to collect and receive any moneys or other property payable or deliverable to any such Holder on any such claims.

Section 5.5 Waiver of Past Defaults. The Holders of not less than a majority in aggregate principal amount of the outstanding Senior Subordinated Securities may on behalf of the Holders of all the Senior Subordinated Securities waive any past default hereunder with respect such Senior Subordinated Securities and its consequences. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

ARTICLE VI
Additional Agreements

Section 6.1 Purchase for Investment. The Investor acknowledges that the Senior Subordinated Securities have not been registered under the Securities Act, or under any state

securities laws. The Investor acknowledges that the Senior Subordinated Securities are not being sold pursuant to an indenture (an "Indenture") qualified under the Trust Indenture Act of 1939, as amended (the "*Indenture Act*"). The Investor (a) is acquiring the Senior Subordinated Securities pursuant to an exemption from registration under the Securities Act and an exemption from qualification of an indenture under the Indenture Act, and is acquiring the Senior Subordinated Securities solely for investment with no present intention to distribute them to any person in violation of the Securities Act or any applicable U.S. state securities laws, (b) will not sell or otherwise dispose of any of the Senior Subordinated Securities, except in compliance with the registration requirements or exemption provisions of the Securities Act and any applicable U.S. state securities laws, and (c) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of the Purchase and of making an informed investment decision.

Section 6.2 Form of Senior Subordinated Security. The Senior Subordinated Security shall be substantially in the form of Annex A hereto, the terms of which are incorporated in and made a part of this Agreement. The Senior Subordinated Securities shall be issued, and may be transferred, only in denominations having an aggregate principal amount of not less than $1,000 and integral multiples of $1,000 in excess thereof. The Senior Subordinated Securities shall be in registered form without coupons and shall be numbered, lettered or otherwise distinguished in such manner or in accordance with such plans as the officers executing the same may determine as evidenced by the execution thereof.

Section 6.3 Execution of Senior Subordinated Securities. The Senior Subordinated Securities shall be executed in the name and on behalf of the Credit Union by the manual or facsimile signature of its President, Chief Executive Officer, Chief Financial Officer or one of its Executive Vice Presidents under its seal (if legally required) which may be affixed thereto or printed, engraved or otherwise reproduced thereon, by facsimile or otherwise, and which need not be attested, unless otherwise required by the Credit Union's Charter or bylaws or applicable law. Every Senior Subordinated Security shall be dated the date of its execution and delivery.

Section 6.4 Computation of Interest. (a) The amount of interest payable for any Interest Period (as defined below) will be computed as provided in the Senior Subordinated Securities.

(b) Each Senior Subordinated Security will bear interest at the Interest Rate (i) in the case of the initial Interest Period, for the period from, and including, the date of original issuance of such Senior Subordinated Security to, but excluding, the initial Interest Payment Date and (ii) thereafter, for the period from, and including, the first day following the end of the preceding Interest Period to, but excluding, the applicable Interest Payment Date or, in the case of the last Interest Period, the Maturity Date (each such period, an "*Interest Period*"), on the principal thereof, on any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest (including Defaulted Interest), payable on each Interest Payment Date or the Maturity Date, as the case may be. Interest on any Senior Subordinated Security that is payable, and is punctually paid or duly provided for by the Credit Union, on any Interest Payment Date shall be paid to the person in whose name such Senior Subordinated Security is registered at the close of business on the Regular Record Date for such interest installment.

(c) (i) Any interest on the Senior Subordinated Securities that is payable, but is not punctually paid or duly provided for by the Credit Union, on any Interest Payment Date (herein called "*Defaulted Interest*") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date, and such Defaulted Interest shall be paid by the Credit Union on either the next succeeding Interest Payment Date or another date specified by the Credit Union to the persons in whose names such Senior Subordinated Securities are registered at the close of business on either (x), if such Defaulted Interest is to be paid on the next succeeding Interest Payment Date, the related Regular Record Date, or (y), if such Defaulted Interest is to be paid on any other date, a special record date for the payment of such Defaulted Interest. To the extent any Defaulted Interest is paid by the Credit Union, the Credit Union shall notify the Holder in writing of the amount of Defaulted Interest proposed to be paid on each such Senior Subordinated Security and the date of the proposed payment.

(ii) To the extent that Defaulted Interest is to be paid on a date other than on an Interest Payment Date, the Board of Directors shall fix a special record date for the payment of such Defaulted Interest, which shall not be more than 15 nor less than 10 days prior to the date of the proposed payment. The Credit Union shall cause notice of the proposed payment of such Defaulted Interest and the special record date therefor to be mailed, first class postage prepaid, to each Holder of a Senior Subordinated Security at his, her or its address as it appears in the Senior Subordinated Securities Register, not less than 10 days prior to such special record date. Notice of the proposed payment of such Defaulted Interest and the special record date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the person in whose name such Senior Subordinated Security is registered at the close of business on such special record date and thereafter the Credit Union shall have no further payment obligation in respect of the Defaulted Interest.

(d) The Credit Union may make payment of any Defaulted Interest on the Senior Subordinated Securities in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Senior Subordinated Securities may be listed, and upon such notice as may be required by such exchange.

(e) Subject to the foregoing provisions of this Section 6.4, each Senior Subordinated Security delivered under this Agreement upon registration of transfer of or in exchange for or in lieu of any other Senior Subordinated Security shall carry the rights to interest accrued and unpaid, and to accrue, that were carried by such other Senior Subordinated Security.

Section 6.5 Legends. (a) The Investor agrees that all certificates or other instruments representing the Senior Subordinated Securities will bear a legend substantially to the following effect:

"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 CREDIT UNION AND THE UNITED STATES DEPARTMENT OF THE TREASURY AND SECURITIES PURCHASE AGREEMENT – STANDARD TERMS (THE "*AGREEMENT*"), EACH OF WHICH ARE INCORPORATED INTO THIS SENIOR SUBORDINATED SECURITY.

THIS SECURITY IS *NOT* A SAVINGS ACCOUNT OR DEPOSIT AND IT IS *NOT* INSURED BY THE UNITED STATES, ANY AGENCY OR FUND OF THE UNITED STATES OR THE NATIONAL CREDIT UNION SHARE INSURANCE FUND.

THIS OBLIGATION IS SUBORDINATED AND JUNIOR IN RIGHT OF PAYMENT, AS TO PRINCIPAL, INTEREST AND PREMIUM, TO ALL CLAIMS AGAINST THE CREDIT UNION HAVING THE SAME PRIORITY AS SAVINGS ACCOUNT HOLDERS, SHAREHOLDERS OR OTHER DEPOSITORS, THE NATIONAL CREDIT UNION SHARE INSURANCE FUND OR ANY HIGHER PRIORITY, INCLUDING GENERAL AND SECURED CREDITORS OF THE CREDIT UNION. THIS OBLIGATION IS NOT SECURED BY THE CREDIT UNION'S ASSETS OR THE ASSETS OF ANY OF ITS AFFILIATES. THIS OBLIGATION IS NOT ELIGIBLE AS COLLATERAL FOR ANY LOAN BY THE CREDIT UNION.

THE TERMS UNDER WHICH THE CREDIT UNION MAY PREPAY THIS SENIOR SUBORDINATED SECURITY ARE SET FORTH IN THE AGREEMENT.

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 CREDIT UNION 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 CREDIT UNION AND THE INVESTOR REFERRED TO THEREIN, A COPY OF WHICH IS ON FILE WITH THE CREDIT UNION. 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."

(b) In the event that any Senior Subordinated Securities (i)(A) become registered under the Securities Act or (B) are eligible to be transferred without restriction in accordance with Rule 144 or another exemption from registration under the Securities Act (other than Rule 144A), and (ii)(A) become subject to an Indenture qualified under the Indenture Act or (B) are exempt from qualification under the Indenture Act, the Credit Union shall issue new certificates or other instruments representing such Senior Subordinated Securities, which shall not contain the applicable legends in Section 6.5(a) above; *provided* that the Investor surrenders to the Credit Union the previously issued certificates or other instruments.

Section 6.6 Transfer of Senior Subordinated Securities. (a) The Credit Union or its duly appointed agent shall maintain a register (the "*Senior Subordinated Securities Register*") for the Senior Subordinated Securities in which it shall register the issuance and transfer of the Senior Subordinated Securities. All transfers of the Senior Subordinated Securities shall be recorded on the Senior Subordinated Securities Register maintained by the Credit Union or its agent, and the Credit Union shall be entitled to regard the registered Holder of such Senior Subordinated Security as the actual owner of the Senior Subordinated Security so registered until the Credit Union or its agent is required to record a transfer of such Senior Subordinated Security on its Senior Subordinated Securities Register. The Credit Union or its agent shall, subject to applicable securities laws, be required to record any such transfer when it receives the Senior Subordinated Security to be transferred duly and properly endorsed by the registered Holder or by its attorney duly authorized in writing.

(b) The Credit Union shall at any time, upon written request of the Holder of a Senior Subordinated Security and surrender of the Senior Subordinated Security for such purpose, at the expense of the Credit Union, issue new Senior Subordinated Securities in exchange therefor in such denominations of at least $1,000, as shall be specified by the Holder of such Senior Subordinated Security, in an aggregate principal amount equal to the then unpaid principal

amount of the Senior Subordinated Securities surrendered and substantially in the form of Annex A, with appropriate insertions and variations, and bearing interest from the date to which interest has been paid on the Senior Subordinated Security surrendered. All Senior Subordinated Securities issued upon any registration of transfer of exchange pursuant to this Section 6.6(b) shall be valid obligations of the Credit Union, evidencing the same debt, and entitled to the same benefits under this Agreement, as the Senior Subordinated Securities surrendered upon such registration of transfer or exchange.

(c) All Senior Subordinated Securities presented for registration of transfer or for exchange or payment shall be duly endorsed by, or be accompanied by, a written instrument or instruments of transfer in a form satisfactory to the Credit Union duly executed by the Holder or such Holder's attorney duly authorized in writing.

(d) No service charge shall be incurred for any exchange or registration of transfer of Senior Subordinated Securities, but the Credit Union may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in connection therewith.

(e) Prior to due presentment for the registration of a transfer of any Senior Subordinated Security, the Credit Union and any agent of the Credit Union may deem and treat the person in whose name such Senior Subordinated Security is registered as the absolute owner and Holder of such Senior Subordinated Security for the purpose of receiving payment of principal of and interest on such Senior Subordinated Security and none of the Credit Union or any agents of the Credit Union shall be affected by notice to the contrary.

(f) Subject to compliance with applicable securities laws, the Holder shall be permitted to transfer, sell, assign or otherwise dispose of ("*Transfer*") all or a portion of the Senior Subordinated Securities at any time, and the Credit Union shall take all steps as may be reasonably requested by the Investor to facilitate the Transfer of the Senior Subordinated Securities, including, without limitation, as set forth in Section 6.13; *provided* that the Investor shall not Transfer any Senior Subordinated Securities if such transfer would require the Credit Union to be subject to the periodic reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "*Exchange Act*") and the Credit Union was not already subject to such requirements. In furtherance of the foregoing, the Credit Union shall provide reasonable cooperation to facilitate any Transfers of the Senior Subordinated Securities, including, as is reasonable under the circumstances, by furnishing such information concerning the Credit Union and its business as a proposed transferee may reasonably request (including such information as is required by Section 4.1(c)(iv)) and making management of the Credit Union reasonably available to respond to questions of a proposed transferee in accordance with customary practice, subject in all cases to the proposed transferee agreeing to a customary confidentiality agreement.

Section 6.7 Replacement of Senior Subordinated Securities. Upon receipt of evidence reasonably satisfactory to the Credit Union of the loss, theft, destruction or mutilation of any Senior Subordinated Security, and, in the case of any such loss, theft or destruction, upon delivery of a bond of indemnity reasonably satisfactory to the Credit Union (*provided* that the Investor or any institutional Holder of a Senior Subordinated Security may instead deliver to the Credit Union an indemnity agreement in form and substance reasonably satisfactory to the Credit

Union), or, in the case of any such mutilation, upon surrender and cancellation of the Senior Subordinated Security, as the case may be, the Credit Union will issue a new Senior Subordinated Security of like tenor, in lieu of such lost, stolen, destroyed or mutilated Senior Subordinated Security.

Section 6.8 Cancellation. All Senior Subordinated Securities surrendered for the purpose of payment, exchange or registration of transfer, shall be surrendered to the Credit Union and promptly canceled by it, and no Senior Subordinated Securities shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Agreement. The Credit Union shall destroy all canceled Senior Subordinated Securities.

Section 6.9 Depository Senior Subordinated Securities. Upon request by the Investor at any time following the Closing Date, the Credit Union shall promptly enter into a depositary arrangement, pursuant to customary agreements reasonably satisfactory to the Investor and with a depositary reasonably acceptable to the Investor, pursuant to which the Senior Subordinated Securities may be deposited.

Section 6.10 Redemption. (a) The Senior Subordinated Securities at the time outstanding may be redeemed by the Credit Union at its option, subject to the approval of the Appropriate Supervisory Authority, in whole or in part and subject to Section 6.10(e), at any time and from time to time, out of funds legally available therefor, upon notice given as provided in Section 6.10(d) below, on any Interest Payment Date (the "*Redemption Date*") at a redemption price equal to the sum of (i) 100% of the principal amount thereof being called for redemption (*provided* that, if less than all of the outstanding Senior Subordinated Securities are then being redeemed, such amount shall not be less than 20% of the Purchase Price) and (ii) any accrued and unpaid interest.

(b) The redemption price for any Senior Subordinated Securities shall be payable on the Redemption Date to the Holder of such Senior Subordinated Securities against surrender thereof to the Credit Union or its agent. Interest shall be paid at the then applicable Interest Rate from the date of the last Interest Payment Date up to but not including the Redemption Date.

(c) No Sinking Fund. The Senior Subordinated Securities will not be subject to any mandatory redemption, sinking fund or other similar provisions. Holders of Senior Subordinated Securities will have no right to require redemption or repurchase of any of the Senior Subordinated Securities.

(d) Notice of Redemption. Notice of redemption of the Senior Subordinated Securities shall be given by first-class mail, postage prepaid, addressed to the Holders of record of the Senior Subordinated Securities to be redeemed at their respective last addresses appearing on the Senior Subordinated Securities Register. Such mailing shall be at least 30 days and not more than 60 days before the Redemption Date. Any notice mailed as provided in this subsection shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any Holder of Senior Subordinated Securities designated for redemption shall not affect the validity of the proceedings for the redemption of any other Senior Subordinated Securities. Notwithstanding the foregoing, if Senior Subordinated Securities are

issued in book-entry form through The Depository Trust Company or any other similar facility, notice of redemption may be given to the Holders of Senior Subordinated Securities at such time and in any manner permitted by such facility. Each notice of redemption given to a Holder shall state: (1) the Redemption Date; (2) the amount of Senior Subordinated Securities to be redeemed by such Holder; (3) the redemption price; and (4) the place or places where such Senior Subordinated Securities are to be surrendered for payment of the redemption price.

(e) Partial Redemption. The Credit Union may redeem less than all of the outstanding Senior Subordinated Securities, *provided* that the amount called for redemption at any time is not less than 20% of the amount of the outstanding principal amount of the Senior Subordinated Securities. Subject to the provisions hereof, the Board of Directors or a duly authorized committee thereof shall have full power and authority to prescribe the terms and conditions upon which Senior Subordinated Securities shall be redeemed from time to time. If less than the full aggregate principal amount of any Senior Subordinated Security is redeemed, the Credit Union shall issue a new Senior Subordinated Security in the unredeemed aggregate principal amount thereof without charge to the Holder thereof. Senior Subordinated Securities may be redeemed in part only on a *pro rata* basis and only in minimum denominations of $1,000 and integral multiples thereof.

(f) Effectiveness of Redemption. If notice of redemption has been duly given and if on or before the Redemption Date specified in the notice all funds necessary for the redemption have been deposited by the Credit Union, in trust for the *pro rata* benefit of the Holders of the Senior Subordinated Securities called for redemption, with a bank or trust company doing business in the Borough of Manhattan, The City of New York, and having a capital and surplus of at least $500 million and selected by the Board of Directors, so as to be and continue to be available solely therefor, then, notwithstanding that any Senior Subordinated Security so called for redemption has not been surrendered for cancellation, on and after the Redemption Date interest shall cease to accrue on the aggregate principal amount of such Senior Subordinated Securities so called for redemption, the aggregate principal amount of such Senior Subordinated Securities so called for redemption shall no longer be deemed outstanding and shall cease to bear interest from and after the Redemption Date. All rights with respect to such Senior Subordinated Securities (or the portion thereof so called for redemption) shall forthwith on such Redemption Date cease and terminate, except only the right of the Holders thereof to receive the redemption price payable on such redemption from such bank or trust company, without interest. Any funds unclaimed at the end of three years from the Redemption Date shall, to the extent permitted by applicable law, be released to the Credit Union, after which time the Holders of such Senior Subordinated Securities (or portion thereof so called for redemption) shall look only to the Credit Union for payment of the redemption price of such Senior Subordinated Securities.

(g) Status of Redeemed Securities. Senior Subordinated Securities that are redeemed, repurchased or otherwise acquired by the Credit Union shall be cancelled and shall not thereafter be re-issued by the Credit Union.

Section 6.11 Voting Rights.

(a) General. The Holders of Senior Subordinated Securities shall not have any voting rights except as set forth below or as otherwise from time to time required by law.

(b) Class Voting Rights as to Particular Matters. So long as any Senior Subordinated Securities are outstanding, in addition to any other vote or consent of Interest Holders required by law or by the Charter, but subject to any applicable State Restrictions, the vote or consent of the Holders of at least 66 2/3% of the Senior Subordinated Securities at the time outstanding, given in person or by proxy, either in writing without a meeting or by vote at any meeting of the Holders of Senior Subordinated Securities called for the purpose in accordance with Section 6.11(d), shall be necessary for effecting or validating:

(i) Amendment of Senior Subordinated Securities. Any amendment, alteration or repeal of any provision of this Agreement or of the form of the Senior Subordinated Securities or the Charter (including, unless no vote on such merger or consolidation is required by Section 6.11(b)(ii) below, any amendment, alteration or repeal by means of a merger, consolidation or otherwise) so as to adversely affect the rights, preferences, privileges or voting powers of the Senior Subordinated Securities; or

(ii) Exchanges, Reclassifications, Mergers and Consolidations. Any consummation of a binding exchange or reclassification involving the Senior Subordinated Securities, or of a merger or consolidation of the Credit Union with another entity, unless in each case (x) the Senior Subordinated Securities remain outstanding or, in the case of any such merger or consolidation with respect to which the Credit Union is not the surviving or resulting entity, are converted into or exchanged for securities of the surviving or resulting entity or its ultimate parent, and (y) such remaining Senior Subordinated Securities outstanding or such securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof, taken as a whole, as are not materially less favorable to the Holders thereof than the rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of Senior Subordinated Securities immediately prior to such consummation, taken as a whole;

provided, however, that, for all purposes of this Section 6.11(b), any increase in the amount of the Senior Subordinated Securities, or the creation and issuance of any other Indebtedness of the Credit Union, or any securities convertible into or exchangeable or exercisable for any Senior Subordinated Securities, ranking senior to, equally with and/or subordinate to the Senior Subordinated Securities with respect to the payment of interest (whether or not such interest compounds) and the distribution of assets upon liquidation, dissolution or winding up of the Credit Union. will not be deemed to adversely affect the rights, preferences, privileges or voting powers, and shall not require the affirmative vote or consent of, the Holders of outstanding Senior Subordinated Securities.

(c) Changes after Provision for Redemption. No vote or consent of the Holders of Senior Subordinated Securities shall be required pursuant to Section 6.11(b) above if, at or prior to the time when any such vote or consent would otherwise be required pursuant to such Section, all outstanding Senior Subordinated Securities shall have been redeemed or shall have been called for redemption upon proper notice and sufficient funds shall have been deposited in trust for such redemption, in each case pursuant to Section 6.10 above.

(d) Procedures for Voting and Consents. The rules and procedures for calling and conducting any meeting of the Holders of Senior Subordinated Securities (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules of the Board of Directors or any duly authorized committee of the Board of Directors, in its discretion, may adopt from time to time, which rules and/or procedures shall conform to the requirements of the Charter, the bylaws, and applicable law and the rules of any national securities exchange or other trading facility on which the Senior Subordinated Securities are listed or traded at the time.

Section 6.12 Secondary Capital Account Status.

(a) Characterization of Senior Subordinated Securities. The Investor and the Credit Union hereby agree that the funds received by the Credit Union in connection with the Purchase shall be deposited into an account (the "*Secondary Capital Account*") and that the Secondary Capital Account, together with the Senior Subordinated Securities, shall constitute a "secondary capital account" for purposes of the NCUA Regulations.

(b) Characterization of Letter Agreement. The Investor and the Credit Union hereby agree that the Letter Agreement shall constitute a "secondary capital account contract agreement" as contemplated by Section 701.34(b)(10) of the NCUA Regulations.

(c) Availability to Cover Losses. The Investor and the Credit Union hereby agree that funds deposited in the Secondary Capital Account shall be available to cover operating losses realized by the Credit Union that exceed its net available reserves (exclusive of secondary capital accounts and allowance accounts for loan and lease losses). Such funds held in the Secondary Capital Account shall be available to cover operating losses only to the extent that accrued but unpaid interest on the Senior Subordinated Securities is unavailable to cover such losses. To the extent funds held in the Secondary Capital Account are used to cover losses, the Credit Union shall not restore or replenish the Secondary Capital Account.

(d) Security. The Investor hereby agrees that it shall not pledge or provide the Secondary Capital Account as security on a loan or other obligation with the Credit Union or any other party.

Section 6.13 Rule 144; Rule 144A; 4(1½) Transactions. (a) At all times after the Signing Date, the Credit Union covenants that (i) it will, upon the request of the Investor or any Holder, use its reasonable best efforts to (x), to the extent any Holder is relying on Rule 144 under the Securities Act to sell any of the Senior Subordinated Securities, make "current public information" available, as provided in Section (c)(1) of Rule 144 (if the Credit Union is a "Reporting Issuer" within the meaning of Rule 144) or in Section (c)(2) of Rule 144 (if the Credit Union is a "Non-Reporting Issuer" within the meaning of Rule 144), in either case for such time period as necessary to permit sales pursuant to Rule 144, (y), to the extent any Holder is relying on the so-called "Section 4(1½)" exemption to sell any of its Senior Subordinated Securities, prepare and provide to such Holder such information, including the preparation of private offering memoranda or circulars or financial information, as the Holder may reasonably request to enable the sale of the Senior Subordinated Securities pursuant to such exemption, or

(z) to the extent any Holder is relying on Rule 144A under the Securities Act to sell any of its Senior Subordinated Securities, prepare and provide to such Holder the information required pursuant to Rule 144A(d)(4), and (ii) it will take such further action as any Holder may reasonably request from time to time to enable such Holder to sell Senior Subordinated Securities without registration under the Securities Act within the limitations of the exemptions provided by (A) the provisions of the Securities Act or any interpretations thereof or related thereto by the SEC, including transactions based on the so-called "Section 4(1½)" and other similar transactions, (B) Rule 144 or 144A under the Securities Act, as such Rules may be amended from time to time, or (C) any similar rule or regulation hereafter adopted by the SEC; *provided* that the Credit Union shall not be required to take any action described in this Section 6.13(a) that would cause the Credit Union to become subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act if the Credit Union was not subject to such requirements prior to taking such action. Upon the request of any Holder, the Credit Union will deliver to such Holder a written statement as to whether it has complied with such requirements and, if not, the specifics thereof.

(b) The Credit Union agrees to indemnify Investor, Investor's officers, directors, employees, agents, representatives and Affiliates, and each person, if any, that controls Investor within the meaning of the Securities Act (each, an "*Indemnitee*"), against any and all losses, claims, damages, actions, liabilities, costs and expenses (including reasonable fees, expenses and disbursements of attorneys and other professionals incurred in connection with investigating, defending, settling, compromising or paying any such losses, claims, damages, actions, liabilities, costs and expenses), joint or several, arising out of or based upon any untrue statement or alleged untrue statement of material fact contained in any document or report provided by the Credit Union pursuant to this Section 6.13 or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) If the indemnification provided for in Section 6.13(b) is unavailable to an Indemnitee with respect to any losses, claims, damages, actions, liabilities, costs or expenses referred to therein or is insufficient to hold the Indemnitee harmless as contemplated therein, then the Credit Union, in lieu of indemnifying such Indemnitee, shall contribute to the amount paid or payable by such Indemnitee as a result of such losses, claims, damages, actions, liabilities, costs or expenses in such proportion as is appropriate to reflect the relative fault of the Indemnitee, on the one hand, and the Credit Union, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, actions, liabilities, costs or expenses as well as any other relevant equitable considerations. The relative fault of the Credit Union, on the one hand, and of the Indemnitee, on the other hand, shall be determined by reference to, among other factors, whether the untrue statement of a material fact or omission to state a material fact relates to information supplied by the Credit Union or by the Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; the Credit Union and Investor agree that it would not be just and equitable if contribution pursuant to this Section 6.13(c) were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 6.13(b). No Indemnitee guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to

contribution from the Credit Union if the Credit Union was not guilty of such fraudulent misrepresentation.

Section 6.14 Expenses and Further Assurances. (a) Unless otherwise provided in this Agreement, each of the parties hereto will bear and pay all costs and expenses incurred by it or on its behalf in connection with the transactions contemplated under this Agreement, including fees and expenses of its own financial or other consultants, investment bankers, accountants and counsel.

(b) The Credit Union shall, at the Credit Union's sole cost and expense, (i) furnish to the Investor all instruments, documents and other agreements required to be furnished by the Credit Union pursuant to the terms of this Agreement, including, without limitation, any documents required to be delivered pursuant to Section 6.13 above, or which are reasonably requested by the Investor in connection therewith; (ii) execute and deliver to the Investor such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the Senior Subordinated Securities purchased by the Investor, as Investor may reasonably require; and (iii) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of this Agreement, as the Investor shall reasonably require from time to time.

Section 6.15 Communications to Holders. Any Holder shall have the right, upon five (5) business days prior written notice to the Credit Union or its duly appointed agent to obtain a complete list of Holders. In addition, any Holder shall have the right to request that the Credit Union or its duly appointed agent send a notice on behalf of such Holder to all other Holders at the addresses set forth on the Senior Subordinated Securities Register or, to the extent the Credit Union has entered into a depositary arrangement, by means of any procedures applicable to such depositary arrangement.

ARTICLE VII
Subordination of the Senior Subordinated Securities

Section 7.1 Agreement to Subordinate. (a) The Credit Union covenants and agrees, and each Holder of Senior Subordinated Securities issued hereunder likewise covenants and agrees, that the Senior Subordinated Securities shall be issued subject to the provisions of this Article VII; and each Holder of a Senior Subordinated Security, whether upon original issue or upon transfer or assignment thereof, accepts and agrees to be bound by such provisions.

(b) The payment by the Credit Union of the principal of and interest on all Senior Subordinated Securities issued hereunder shall, to the extent and in the manner hereinafter set forth, be subordinated and subject in right of payment to the prior payment in full of all amounts then due and payable in respect of Senior Indebtedness, whether outstanding at the date of this Agreement or thereafter incurred.

(c) No provision of this Article VII shall prevent the occurrence of any Event of Default (or any event which, after notice or the lapse of time or both would become, an Event of Default) with respect to the Senior Subordinated Securities hereunder.

Section 7.2 Default on Senior Indebtedness. (a) In the event and during the continuation of any default by the Credit Union in the payment of principal, premium, interest or any other payment due on any Senior Indebtedness, no payment shall be made by the Credit Union with respect to the principal or interest on the Senior Subordinated Securities or any other amounts which may be due on the Senior Subordinated Securities pursuant to the terms hereof or thereof.

(b) In the event of the acceleration of the maturity of the Senior Indebtedness, then no payment shall be made by the Credit Union with respect to the principal or interest on the Senior Subordinated Securities or any other amounts which may be due on the Senior Subordinated Securities pursuant to the terms hereof or thereof until the holders of all Senior Indebtedness outstanding at the time of such acceleration shall receive payment, in full, of all amounts due on or in respect of such Senior Indebtedness (including any amounts due upon acceleration).

(c) In the event that, notwithstanding the foregoing, any payment is received by any Holder of a Senior Subordinated Security, when such payment is prohibited by the preceding paragraphs of this Section 7.2, such payment shall be held in trust for the benefit of, and shall be paid over or delivered by the Holder of the Senior Subordinated Securities to the holders of Senior Indebtedness or their respective representatives, or to the trustee or trustees under any indenture pursuant to which any of such Senior Indebtedness may have been issued, as their respective interests may appear, but only to the extent of the amounts in respect of such Senior Indebtedness and to the extent that the holders of the Senior Indebtedness (or their representative or representatives or a trustee) notify the Credit Union in writing within 90 days of such payment of the amounts then due and owing on such Senior Indebtedness, and only the amounts specified in such notice to the Credit Union shall be paid to the holders of such Senior Indebtedness. The Credit Union shall, within ten (10) business days of receipt of such notice, provide Investor with (i) a copy of such notice delivered to the Credit Union and (ii) a certificate signed on behalf of the Credit Union by a Senior Executive Officer certifying that the information set forth in such notice is true and correct and confirming that the Holder of the Senior Subordinated Securities should pay or deliver the amounts specified in such notice in the manner specified therein.

Section 7.3 Liquidation; Dissolution. (a) Upon any payment by the Credit Union or distribution of assets of the Credit Union of any kind or character, whether in cash, property or securities, to creditors upon any dissolution, winding-up, liquidation or reorganization of the Credit Union, whether voluntary or involuntary or in insolvency, receivership or other proceedings, the holders of all Senior Indebtedness of the Credit Union will first be entitled to receive payment in full of amounts due on or in respect of such Senior Indebtedness, before any payment is made by the Credit Union on account of the principal of or interest on the Senior Subordinated Securities or any other amounts which may be due on the Senior Subordinated Securities pursuant to the terms hereof or thereof); and upon any such dissolution, winding-up, liquidation or reorganization, any payment by the Credit Union, or distribution of assets of the Credit Union of any kind or character, whether in cash, property or securities, which the Holder of the Senior Subordinated Securities would be entitled to receive from the Credit Union, except for the provisions of this Article VII, shall be paid by the Credit Union or by any receiver, liquidating trustee, agent or other person making such payment or distribution, or by the Holder of the Senior Subordinated Securities under this Agreement if received by them or it, directly to the holders of Senior Indebtedness of the Credit Union (*pro rata* to such holders on the basis of

the respective amounts of Senior Indebtedness held by such holders, as calculated by the Credit Union) or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing such Senior Indebtedness may have been issued, as their respective interests may appear, to the extent necessary to pay all such amounts of Senior Indebtedness in full, in money or money's worth, after giving effect to any concurrent payment or distribution to or for the holders of such Senior Indebtedness, before any payment or distribution is made to the Holder of the Senior Subordinated Securities.

(b) In the event that, notwithstanding the foregoing, any payment or distribution of assets of the Credit Union of any kind or character prohibited by Section 7.3(a), whether in cash, property or securities, shall be received by any Holder of the Senior Subordinated Securities, before the amounts of all Senior Indebtedness is paid in full, or provision is made for such payment in money in accordance with its terms, such payment or distribution shall be held in trust for the benefit of and shall be paid over or delivered by any Holder of a Senior Subordinated Security, to the holders of such Senior Indebtedness or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing such Senior Indebtedness may have been issued, as their respective interests may appear, as calculated by the Credit Union, for application to the payment of all amounts of Senior Indebtedness remaining unpaid to the extent necessary to pay all amounts due on or in respect of such Senior Indebtedness in full in money in accordance with its terms, after giving effect to any concurrent payment or distribution to or for the benefit of the holders of such Senior Indebtedness. In such event, the Credit Union shall provide Investor with a certificate signed on behalf of the Credit Union by a Senior Executive Officer confirming that the Holder of the Senior Subordinated Securities should pay or deliver such amounts to the holders of such Senior Indebtedness.

(c) For purposes of this Article VII, the words "*cash, property or securities*" shall not be deemed to include Capital Interests in the Credit Union as reorganized or readjusted, or securities of the Credit Union or any other entity provided for by a plan of reorganization or readjustment, the payment of which is subordinated at least to the extent provided in this Article VII with respect to the Senior Subordinated Securities to the payment of Senior Indebtedness that may at the time be outstanding, *provided* that (i) such Senior Indebtedness is assumed by the new entity, if any, resulting from any such reorganization or readjustment, and (ii) the rights of the holders of such Senior Indebtedness are not, without the consent of such holders, altered by such reorganization or readjustment. The consolidation of the Credit Union with, or the merger of the Credit Union into, another person or the liquidation or dissolution of the Credit Union following the sale, conveyance, transfer or lease of its property as an entirety, or substantially as an entirety, to another person upon the terms and conditions provided for in Section 4.2(a) of this Agreement shall not be deemed a dissolution, winding-up, liquidation or reorganization for the purposes of this Section 7.3 if such other person shall, as a part of such consolidation, merger, sale, conveyance, transfer or lease, comply with the conditions stated in Section 4.2(a) of this Agreement.

Section 7.4 Subrogation. (a) Subject to the payment in full of all of Senior Indebtedness, the rights of the Holders of the Senior Subordinated Securities shall be subrogated to the rights of the holders of such Senior Indebtedness to receive payments or distributions of cash, property or securities of the Credit Union, as the case may be, applicable to such Senior

Indebtedness until the principal of and interest on the Senior Subordinated Securities shall be paid in full; and, for the purposes of such subrogation, no payments or distributions to the holders of such Senior Indebtedness of any cash, property or securities to which the Holders of the Senior Subordinated Securities would be entitled except for the provisions of this Article VII, and no payment pursuant to the provisions of this Article VII to or for the benefit of the holders of such Senior Indebtedness by the Holders of the Senior Subordinated Securities shall, as between the Credit Union, its creditors other than holders of Senior Indebtedness of the Credit Union, and the Holders of the Senior Subordinated Securities, be deemed to be a payment by the Credit Union to or on account of such Senior Indebtedness. It is understood that the provisions of this Article VII are intended solely for the purposes of defining the relative rights of the Holders of the Senior Subordinated Securities, on the one hand, and the holders of such Senior Indebtedness on the other hand.

(b) Nothing contained in this Article VII or elsewhere in this Agreement or in the Senior Subordinated Securities is intended to or shall impair, as between the Credit Union, its creditors other than the holders of Senior Indebtedness of the Credit Union, and the Holders of the Senior Subordinated Securities, the obligation of the Credit Union, which is absolute and unconditional, to pay to the Holders of the Senior Subordinated Securities the principal of and interest on the Senior Subordinated Securities as and when the same shall become due and payable in accordance with their terms, or is intended to or shall affect the relative rights of the Holders of the Senior Subordinated Securities and creditors of the Credit Union, as the case may be, other than the holders of Senior Indebtedness of the Credit Union, as the case may be, nor shall anything herein or therein prevent the Holder of any Senior Subordinated Securities from exercising all remedies otherwise permitted by applicable law upon default under this Agreement, subject to the rights, if any, under this Article VII of the holders of such Senior Indebtedness in respect of cash, property or securities of the Credit Union, as the case may be, received upon the exercise of any such remedy.

Section 7.5 Notice by the Credit Union. (a) The Credit Union shall give prompt written notice to the Holders of the Senior Subordinated Securities of any fact known to the Credit Union that would prohibit the making of any payment of monies in respect of the Senior Subordinated Securities pursuant to the provisions of this Article VII.

(b) Upon any payment or distribution of assets of the Credit Union referred to in this Article VII, the Holders of the Senior Subordinated Securities shall be entitled to conclusively rely upon any order or decree entered by any court of competent jurisdiction in which such insolvency, receivership, liquidation, reorganization, dissolution, winding-up or similar [illegible] proceeding is pending, or a certificate of the liquidating trustee, custodian, receiver, assignee for the benefit of creditors, agent or other person making such payment or distribution, delivered to the Holders of the Senior Subordinated Securities, for the purpose of ascertaining the persons entitled to participate in such payment or distribution, the holders of Senior Indebtedness and other indebtedness of the Credit Union, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article VII.

Section 7.6 Subordination May Not Be Impaired. (a) No right of any present or future holder of any Senior Indebtedness of the Credit Union to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on

the part of the Credit Union, as the case may be, or by any act or failure to act, in good faith, by any such holder, or by any noncompliance by the Credit Union, as the case may be, with the terms, provisions and covenants of this Agreement, regardless of any knowledge thereof that any such holder may have or otherwise be charged with.

(b) Without in any way limiting the generality of the foregoing paragraph, the holders of Senior Indebtedness of the Credit Union may, at any time and from time to time, without the consent of or notice to the Holders of the Senior Subordinated Securities, without incurring responsibility to the Holders of the Senior Subordinated Securities and without impairing or releasing the subordination provided in this Article VII or the obligations hereunder of the Holders of the Senior Subordinated Securities to the holders of such Senior Indebtedness, do any one or more of the following: (i) change the manner, place or terms of payment or extend the time of payment of, or renew or alter, such Senior Indebtedness, or otherwise amend or supplement in any manner such Senior Indebtedness or any instrument evidencing the same or any agreement under which such Senior Indebtedness is outstanding; (ii) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing such Senior Indebtedness; (iii) release any person liable in any manner for the collection of such Senior Indebtedness; and (iv) exercise or refrain from exercising any rights against the Credit Union, as the case may be, and any other person.

ARTICLE VIII
Miscellaneous

Section 8.1 Termination. This Agreement shall terminate upon the earliest to occur of:

(a) termination at any time prior to the Closing:

(i) by either the Investor or the Credit Union if the Closing shall not have occurred by the 30th calendar day following the Signing Date; *provided, however*, that in the event the Closing has not occurred by such 30th calendar day, the parties will consult in good faith to determine whether to extend the term of this Agreement, it being understood that the parties shall be required to consult only until the fifth calendar day after such 30th calendar day and not be under any obligation to extend the term of this Agreement thereafter; *provided, further*, that the right to terminate this Agreement under this Section 8.1(a)(i) shall not be available to any party whose breach of any representation or warranty or failure to perform any obligation under this Agreement shall have caused or resulted in the failure of the Closing to occur on or prior to such date; or

(ii) by either the Investor or the Credit Union in the event that any Governmental Entity shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and nonappealable; or

(iii) by the mutual written consent of the Investor and the Credit Union; or

(b) the date on which all of the Senior Subordinated Securities have been redeemed in whole; or

(c) the date on which the Investor has transferred all of the Senior Subordinated Securities to third parties which are not Affiliates of the Investor; or

(d) if the Closing shall not have occurred by September 30, 2010, on such date.

In the event of termination of this Agreement as provided in this Section 8.1, this Agreement shall forthwith become void and there shall be no liability on the part of either party hereto except that nothing herein shall relieve either party from liability for any breach of this Agreement.

Section 8.2 Survival. (a) This Agreement and all representations, warranties, covenants and agreements made herein shall survive the Closing without limitation.

(b) The covenants set forth in Article IV and the agreements set forth in Articles V and VI shall, to the extent such covenants do not explicitly terminate at such time as the Investor no longer owns any Senior Subordinated Securities, survive the termination of this Agreement pursuant to Section 8.1(c) hereof without limitation until the date on which all of the Senior Subordinated Securities have been redeemed in whole.

Section 8.3 Amendment. Except as otherwise provided herein, no amendment, modification, termination or waiver of any provision of this Agreement, the Senior Subordinated Securities or any of the other Transaction Documents, or consent to any departure by the Credit Union therefrom, shall be effective unless made in writing and signed by an officer or a duly authorized representative of the Credit Union, and in the case of the Senior Subordinated Securities, the Majority Holders; *provided* that, for so long as the Senior Subordinated Securities are outstanding, the Investor may at any time and from time to time unilaterally amend Section 4.1(d) to the extent the Investor deems necessary, in its sole discretion, to comply with, or conform to, any changes after the Signing Date in any federal statutes, any rules and regulations promulgated thereunder and any other publications or interpretative releases of the Fund governing CDFIs, including, without limitation, any changes in the criteria for certification of an entity as a CDFI by the Fund; *provided, further*, that, notwithstanding anything else in this Section 8.3, no amendment, modification, termination or waiver with respect to the Senior Subordinated Securities 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 Subordinated Security; (b) extend any date fixed for any payment of principal or interest; (c) change the definition of the terms "*Holders*" or "*Majority Holders*" or the percentage of Holders which shall be required for Holders to take any action hereunder; (d) amend or waive this Section 8.3 or the definitions of the terms used in this Section 8.3 insofar as the definitions affect the substance of this Section 8.3; or (e) consent to the assignment, delegation or other transfer by the Credit Union of any of its rights and obligations under any Transaction Documents. Any amendment, modification, termination, waiver or consent effected in accordance with this Section 8.3 shall be binding upon each Holder of the Senior Subordinated Securities at the time outstanding, each future Holder of the Senior Subordinated Securities and the Credit Union. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof

nor shall any single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative of any rights or remedies provided by law.

Section 8.4 Waiver of Conditions. The conditions to each party's obligation to consummate the Purchase are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law. No waiver will be effective unless it is in a writing signed by a duly authorized officer of the waiving party that makes express reference to the provision or provisions subject to such waiver.

Section 8.5 **GOVERNING LAW; SUBMISSION TO JURISDICTION, ETC.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties shall be enforced, governed, and construed in all respects (whether in contract or in tort) 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. Each of the parties hereto agrees (a) to submit to the exclusive jurisdiction and venue of the United States District Court for the District of Columbia and the United States Court of Federal Claims for any and all civil actions, suits or proceedings arising out of or relating to this Agreement or the Purchase contemplated hereby and (b) that notice may be served upon (i) the Credit Union at the address and in the manner set forth for notices to the Credit Union in Section 8.6 and (ii) the Investor at the address and in the manner set forth for notices to the Credit Union in Section 8.6, but otherwise in accordance with federal law. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY CIVIL LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE PURCHASE CONTEMPLATED HEREBY.

Section 8.6 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by facsimile, upon confirmation of receipt, or (b) on the second business day following the date of dispatch if delivered by a recognized next day courier service. All notices to the Credit Union shall be delivered as set forth in Schedule A, or pursuant to such other instruction as may be designated in writing by the Credit Union to the Investor. All notices to the Holders of Senior Subordinated Securities shall be delivered in writing, mailed first-class postage prepaid, to each Holder of a Senior Subordinated Security at the address of such Holder as it appears in the Senior Subordinated Securities Register. All notices to the Investor shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the Investor to the Credit Union.

If to the Investor:

United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220
Attention: Chief Counsel, Office of Financial Stability
Facsimile: (202) 927-9225

E-mail: CDCINotice@do.treas.gov

with a copy to: E-mail: OFSChiefCounselNotices@do.treas.gov

Section 8.7 Assignment. Neither this Agreement nor any right, remedy, obligation nor liability arising hereunder or by reason hereof shall be assignable by any party hereto without the prior written consent of the other party, and any attempt to assign any right, remedy, obligation or liability hereunder without such consent shall be void, except (a) an assignment, in the case of a merger, consolidation, statutory share exchange or similar transaction that requires the approval of the Credit Union's Interest Holders or other equity securityholders (a "*Business Combination*") where such party is not the surviving entity, or a sale of substantially all of its assets, to the entity which is the survivor of such Business Combination or the purchaser in such sale, (b) an assignment of certain rights as provided in Section 4.1(c) or (c) an assignment by the Investor of this Agreement to an Affiliate of the Investor; *provided* that, if the Investor assigns this Agreement to an Affiliate, the Investor shall be relieved of its obligations under this Agreement but (i) all rights, remedies and obligations of the Investor hereunder shall continue and be enforceable by such Affiliate, (ii) the Credit Union's obligations and liabilities hereunder shall continue to be outstanding and (iii) all references to the Investor herein shall be deemed to be references to such Affiliate.

Section 8.8 Severability. If any provision of this Agreement or the Senior Subordinated Securities, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

Section 8.9 No Third-Party Beneficiaries. Other than as expressly provided herein, nothing contained in this Agreement, expressed or implied, is intended to confer upon any person or entity other than the Credit Union, the Investor, any Holder of the Senior Subordinated Securities and any Indemnitee any benefit, right or remedies.

Section 8.10 Tax Treatment of Senior Subordinated Securities. The Investor and the Credit Union agree that, for all tax purposes, the Senior Subordinated Securities will be treated as debt instruments and not as stock or equity of the Credit Union.

Section 8.11 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled (without the necessity of posting a bond) to specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity.

* * *

ANNEX A

FORM OF SENIOR SUBORDINATED SECURITIES

[SEE ATTACHED]

ANNEX A

FORM OF SENIOR SUBORDINATED SECURITIES

(FORM OF FACE OF SECURITY)

"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 CREDIT UNION AND THE UNITED STATES DEPARTMENT OF THE TREASURY AND SECURITIES PURCHASE AGREEMENT – STANDARD TERMS (THE "AGREEMENT"), EACH OF WHICH ARE INCORPORATED INTO THIS SENIOR SUBORDINATED SECURITY.

THIS SECURITY IS *NOT* A SAVINGS ACCOUNT OR DEPOSIT AND IT IS *NOT* INSURED BY THE UNITED STATES, ANY AGENCY OR FUND OF THE UNITED STATES OR THE NATIONAL CREDIT UNION SHARE INSURANCE FUND.

THIS OBLIGATION IS SUBORDINATED AND JUNIOR IN RIGHT OF PAYMENT, AS TO PRINCIPAL, INTEREST AND PREMIUM, TO ALL CLAIMS AGAINST THE CREDIT UNION HAVING THE SAME PRIORITY AS SAVINGS ACCOUNT HOLDERS, SHAREHOLDERS OR OTHER DEPOSITORS, THE NATIONAL CREDIT UNION SHARE INSURANCE FUND OR ANY HIGHER PRIORITY, INCLUDING GENERAL AND SECURED CREDITORS OF THE CREDIT UNION. THIS OBLIGATION IS NOT SECURED BY THE CREDIT UNION'S ASSETS OR THE ASSETS OF ANY OF ITS AFFILIATES. THIS OBLIGATION IS NOT ELIGIBLE AS COLLATERAL FOR ANY LOAN BY THE CREDIT UNION.

THE TERMS UNDER WHICH THE CREDIT UNION MAY PREPAY THIS SENIOR SUBORDINATED SECURITY ARE SET FORTH IN THE AGREEMENT.

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 CREDIT UNION 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 CREDIT UNION AND THE INVESTOR REFERRED TO THEREIN, A COPY OF WHICH IS ON FILE WITH THE CREDIT UNION. 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 CREDIT UNION]

[Federal/State] Credit Union Charter No. _____

$_____

2% SENIOR SUBORDINATED SECURITY DUE [***Insert for securities with 8 year maturity:*** 2018] [***Insert for securities with 13 year maturity***: 2023]

[Credit Union], a credit union organized under the laws of [_____] (the "*Credit Union*," 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 _____, [***Insert for securities with 8 year maturity:*** 2018] [***Insert for securities with 13 year maturity***: 2023] (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 [***Insert for securities with 8 year maturity:*** 2018] [***Insert for securities with 13 year maturity***: 2023] (this "*Senior Subordinated Security*") (i) from _____, or from the most recent interest payment date to which interest has been paid or duly provided for, quarterly in arrears 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 2% per annum, until the eighth anniversary of the date hereof, *provided, however*, that [(A)] if a CDFI Event shall have occurred and it or any other CDFI Event is continuing at all times, from and after the 180th day after the date on which the first CDFI Event occurred until the date on which no CDFI Events are continuing, the Interest Rate shall be 5% per annum, **[To be inserted if Issuer was not a CDFI on February 3, 2010:** and (B) if a CDFI Event shall have occurred and it or any other CDFI Event is continuing, at all times, from and after the 270th day after the date on which the first CDFI Event occurred until the date on which no CDFI Events are continuing, 9% per annum] and (ii) from and after the eighth anniversary of the date hereof, at a rate of 9% 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 Credit Union 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 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 the date preceding the next Interest Payment Date, on the next Interest Payment Date, along with all other amounts then due and payable. 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 Credit Union 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 Credit Union to the Holders of this Senior Subordinated Security entitled thereto as shown on the Senior Subordinated Securities 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, subordinate and junior in right of payment to all deposit liabilities of the Credit Union and to the Credit Union'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, in accordance with regulations of the Appropriate Supervisory Authority, 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 Credit Union has caused this instrument to be duly executed this

_____ day of _____, _____.

[NAME OF CREDIT UNION]

By:_____
Name:
Title:

Attest:

By:_____
Name:
Title:

(FORM OF REVERSE OF SECURITY)

This Senior Subordinated Security is one of the Senior Subordinated Securities of the Credit Union (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 _____, 2010 (as amended, modified or restated from time to time, the "Agreement"), by and between the Credit Union 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 Credit Union 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 as provided for under Section 5.1 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 Section 5.2 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 Credit Union 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 Subordinated Securities or any of the other Transaction Documents, or consent to any departure by the Credit Union therefrom, shall be effective unless made in writing and signed by an officer or a duly authorized representative of the Credit Union, and in the case of the Senior Subordinated Securities, the Majority Holders; provided that for so long as the Senior Subordinated Securities are outstanding, the Investor may at any time and from time to time unilaterally amend Section 4.1(d) of the Agreement to the extent the Investor deems necessary, in its sole discretion, to comply with, or conform to, any changes after the Signing Date in any federal statutes, any rules and regulations promulgated thereunder and any other publications or interpretative releases of the Fund governing CDFIs, including, without limitation, any changes in the criteria for certification as a CDFI by the Fund; provided further that no amendment, modification, termination or waiver with respect to the Senior Subordinated Securities 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 Subordinated Security; (B) extend any date fixed for any payment of principal or interest; (C) change the definition of the terms "Holders" or "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 Credit Union 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 Credit Union, 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 Credit Union's ability to declare and pay dividends and purchase or acquire Capital Interests or other equity securities of any kind of any Credit Union Subsidiary or any Senior Subordinated Security is limited by the terms of the Agreement. The Credit Union's ability to redeem this Senior Subordinated Security is limited by the terms of 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 Subordinated Securities Register maintained by the Credit Union or its agent, upon surrender of this Senior Subordinated Security for registration of transfer at the office or agency of the Credit Union or its agent, accompanied by a written instrument or instruments of transfer in form satisfactory to the Credit Union 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 Credit Union 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 Credit Union 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 Credit Union 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 Credit Union 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 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.

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 Credit Union. 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.]

ANNEX B

FORM OF OFFICER'S CERTIFICATE

OFFICER'S CERTIFICATE

OF

[CREDIT UNION]

In connection with that certain letter agreement, dated [_____], 2010 (the "*Agreement*") by and between [CREDIT UNION] (the "*Credit Union*") and the United States Department of the Treasury which incorporates that certain Securities Purchase Agreement –Standard Terms referred to therein (the "*Standard Terms*"), the undersigned does hereby certify as follows:

1. I am a duly elected/appointed [_____] of the Credit Union.

2. The representations and warranties of the Credit Union set forth in Section 3.1 of the Standard Terms are true and correct in all respects as though as of the date hereof (other than representations and warranties that by their terms speak as of another date, which representations and warranties shall be true and correct in all respects as of such other date), and the Credit Union has performed in all material respects all obligations required to be performed by it under the Agreement.

3. The Credit Union has effected such changes to its Benefit Plans with respect to its Senior Executive Officers and any other employee of the Credit Union or its Affiliates subject to Section 111 of EESA, as implemented by any Compensation Regulations (and to the extent necessary for such changes to be legally enforceable, each of its Senior Executive Officers and other employees has duly consented in writing to such changes), as may be necessary, during the Relevant Period, in order to comply with Section 111 of EESA or the Compensation Regulations.

4. The copies of the Charter and bylaws of the Credit Union attached hereto as Exhibit A are true, complete and correct as of the date hereof.

5. The copy of the CDFI Application attached hereto as Exhibit B and the information therein [when taken together with the CDFI Application Update attached hereto as Exhibit C] is true, complete and correct as of the date hereof.

6. [Attached hereto as Exhibit [C][D] is a true, complete and correct copy of the SCP Notice][Forty-five days have since the Credit Union submitted a Secondary Capital Plan related to the Senior Subordinated Securities to its Appropriate Supervisory Authority and such Secondary Capital Plan has neither been approved or disapproved].

The foregoing certifications are made and delivered as of [_____] pursuant to Section 2.3 of the Standard Terms.

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Standard Terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Officer's Certificate has been duly executed and delivered as of the [__] day of [_____], 20[__].

[CREDIT UNION]

By:_____
Name:
Title:

ANNEX C

FORM OF WAIVER

In consideration for the benefits I will receive as a result of the participation of [NAME OF CREDIT UNION] (together with its subsidiaries and affiliates, the "*Credit Union*") in the United States Department of the Treasury's ("*Treasury*") Community Development Capital Initiative and/or any other economic stabilization program implemented by Treasury under the Emergency Economic Stabilization Act of 2008 (as amended, supplemented or otherwise modified, "*EESA*") (any such initiative or program, including the Community Development Capital Initiative, a "*Program*"), I hereby voluntarily waive any claim against the United States (and each of its departments and agencies) or the Credit Union or any of its directors, officers, employees and agents for any changes to my compensation or benefits that are required to comply with the executive compensation and corporate governance requirements of Section 111 of EESA, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, or any other guidance or regulations under EESA, and the applicable requirements of the Securities Purchase Agreement by and between the Credit Union and Treasury dated as of [ ], 2010, as amended (such requirements, the "*Limitations*").

I acknowledge that the Limitations may require modification or termination of the employment, compensation, bonus, incentive, severance, retention and other benefit plans, arrangements, policies and agreements (including so-called "golden parachute" agreements), whether or not in writing, that I may have with the Credit Union or in which I may participate as they relate to the period the United States holds any equity or debt securities of the Credit Union acquired through a Program or for any other period applicable under such Program or Limitations, as the case may be, and I hereby consent to all such modifications.

This waiver includes all claims I may have under the laws of the United States or any other jurisdiction (whether or not in existence as of the date hereof) related to the requirements imposed by the Limitations, including without limitation a claim for any compensation or other payments or benefits I would otherwise receive, any challenge to the process by which the Limitations are or were adopted and any tort or constitutional claim about the effect of the Limitations on my employment relationship and I hereby agree that I will not at any time initiate, or cause or permit to be initiated on my behalf, any such claim against the United States (or any of its departments or agencies) or the Credit Union or any of its directors, officers, employees or agents in or before any local, state, federal or other agency, court or body.

I agree that, in the event and to the extent that the Compensation Committee of the Board of Directors of the Credit Union or similar governing body (the "Committee") reasonably determines that any compensatory payment or benefit provided to me, including any bonus or incentive compensation based on materially inaccurate financial statements or performance criteria, would cause the Credit Union to fail to be in compliance with the Limitations (such payment or benefit, an "Excess Payment"), upon notification from the Credit Union, I shall repay such Excess Payment to the Credit Union within 15 business days. In addition, I agree that the Credit Union shall have the right to postpone any such payment or benefit for a reasonable

period of time to enable the Committee to determine whether such payment or benefit would constitute an Excess Payment.

I understand that any determination by the Committee as to whether or not, including the manner in which, a payment or benefit needs to be modified, terminated or repaid in order for the Credit Union to be in compliance with Section 111 of EESA and/or the Limitations shall be a final and conclusive determination of the Committee which shall be binding upon me. I further understand that the Credit Union is relying on this letter from me in connection with its participation in a Program.

In witness whereof, I execute this waiver on my own behalf, thereby communicating my acceptance and acknowledgement to the provisions herein.

Respectfully,

By:_____

Name:
Title:
Date:

ANNEX D

FORM OF OPINION

(a) The Credit Union is validly existing as a credit union organized under the Federal Credit Union Act of the type described in Schedule A.

(b) The Senior Subordinated Securities have been duly and validly authorized, and, when executed and delivered pursuant to the Agreement, the Senior Subordinated Securities will be the valid and binding obligations of the Credit Union, enforceable in accordance with their terms, except as the same may be limited by applicable receivership, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity.

(c) The Credit Union has the power and authority to execute and deliver the Agreement and to carry out its obligations thereunder (which includes the issuance of the Senior Subordinated Securities).

(d) The execution, delivery and performance by the Credit Union of the Agreement and the consummation of the transactions contemplated thereby have been duly authorized by all necessary entity action on the part of the Credit Union and its Interest Holders, and no further approval or authorization is required on the part of the Credit Union.

(e) The Agreement is a valid and binding obligation of the Credit Union enforceable against the Credit Union in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity.

(f) The execution and delivery by the Credit Union of the Agreement and the performance by the Credit Union of its obligations thereunder (i) do not violate or conflict with any provision of the Charter, (ii) do not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of, any lien, security interest, charge or encumbrance upon any of the properties or assets of the Credit Union or any Credit Union Subsidiary under any of the terms, conditions or provisions of its organizational documents or, to our knowledge, under any agreement, contract, indenture, lease, mortgage, power of attorney, evidence of indebtedness, letter of credit, license, instrument, obligation, purchase or sales order, or other commitment, whether oral or written, to which it is a party or by which it or any of its properties is bound or (iii) do not conflict with, breach or result in a violation of, or default under any judgment, decree or order known to us that is applicable to the Credit Union and, pursuant to any applicable laws, is issued by any Governmental Entity having jurisdiction over the Credit Union.

(g) Other than the filings with the applicable Governmental Entity, such filings and approvals as are required to be made or obtained under any state "blue sky" laws, if applicable, and such as have been made or obtained, no notice to, filing with, exemption or review by, or authorization, consent or approval of, any Governmental Entity is required to be made or obtained by the Credit Union in connection with the consummation by the Credit Union of the Purchase.

(h) The Credit Union (A) is a regulated community development financial institution (a "*CDFI*") currently certified by the Community Development Financial Institution Fund (the "*Fund*") of the United States Department of the Treasury pursuant to 12 C.F.R. 1805.201(a) and (B), to our knowledge, satisfies all of the eligibility requirements of the Fund's Community Development Financial Institutions Program for a CDFI.

ANNEX E

FORM OF DISCLOSURE AND ACKNOWLEDGMENT

[Name of Credit Union] and the United States Department of the Treasury hereby acknowledge and agree that the United States Department of the Treasury has committed [amount of funds] to a secondary capital account with [name of Credit Union] under the following terms and conditions:

1. *Term*. The funds committed to the secondary capital account are committed for a period of [8][13] years.

2. *Redemption prior to maturity*. Subject to the conditions set forth in 12 CFR 701.34, the funds committed to the secondary capital account are redeemable prior to maturity only at the option of the [name of Credit Union] and only with the prior approval of the Appropriate Supervisory Authority (as defined in that certain Letter Agreement, dated as of the date hereof, between [name of Credit Union] and the United States Department of the Treasury).

3. *Uninsured, non-share account*. The secondary capital account is not a share account and the funds committed to the secondary capital account are not insured by the National Credit Union Share Insurance Fund or any other governmental or private entity.

4. *Prepayment risk*. Redemption of secondary capital prior to the account's original maturity date may expose the account investor to the risk of being unable to reinvest the repaid funds at the same rate of interest for the balance of the period remaining until the original maturity date. The investor acknowledges that it understands and assumes responsibility for prepayment risk associated with the [name of Credit Union]'s redemption of the investor's U.S.C. account prior to the original maturity date.

5. *Availability to cover losses*. The funds committed to the secondary capital account and any interest paid into the account may be used by [name of Credit Union] to cover any and all operating losses that exceed the Credit Union's net worth exclusive of allowance accounts for loan losses, and in the event the funds are so used, [name of Credit Union] will under no circumstances restore or replenish those funds to the United States Department of the Treasury. Dividends are not considered operating losses and are not eligible to be paid out of secondary capital.

6. *Accrued interest*. By initialing below, [name of Credit Union] and United States Department of Treasury agree that accrued interest will be:

___ Paid into and become part of the secondary capital account;

_X_ Paid directly to the United States Department of the Treasury;

___ Paid into a separate account from which the United States Department of the Treasury may make withdrawals; or

___Any combination of the above provided the details are specified and agreed to in writing.

7. *Subordination of claims.* In the event of liquidation of [name of Credit Union], the funds committed to the secondary capital account will be subordinate to all other claims on the assets of the Credit Union, including claims of member shareholders, creditors and the National Credit Union Share Insurance Fund.

8. *Prompt Corrective Action.* Under certain net worth classifications (*see* 12 CFR 702.204(b)(11), 702.304(b) and 702.305(b), as the case may be), the NCUA Board may prohibit [name of Credit Union] from paying principal, dividends or interest on its uninsured secondary capital accounts established after August 7, 2000, except that unpaid dividends or interest will continue to accrue under the terms of the account to the extent permitted by law.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGED AND AGREED TO this ____day of _____, 2010 by:

UNITED STATES DEPARTMENT OF THE TREASURY

_____
Name:
Title:

United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220
Attention: Chief Counsel, Office of Financial Stability

[CREDIT UNION]

_____
Name:
Title:

ANNEX F

OFFICER'S CERTIFICATE

OF

[CREDIT UNION]

In connection with that certain letter agreement, dated [_____], 2010 (the "*Agreement*") by and between [CREDIT UNION] (the "*Credit Union*") and the United States Department of the Treasury ("*Investor*") which incorporates that certain Securities Purchase Agreement – Standard Terms referred to therein (the "*Standard Terms*"), the undersigned does hereby certify as follows:

1. I am a duly elected/appointed [_____] of the Credit Union.

2. The Credit Union (as defined in the Standard Terms) (A) is certified by the Community Development Financial Institution Fund (the "*Fund*") of the United States Department of the Treasury as a regulated community development financial institution (a "*CDFI*"); (B) together with its Affiliates collectively meets the eligibility requirements of 12 C.F.R. 1805.200(b); (C) has a primary mission of promoting community development, as may be determined by Investor from time to time, based on criteria set forth in 12 C.F.R. 1805.201(b)(1); (D) provides Financial Products, Development Services, and/or other similar financing as a predominant business activity in arm's-length transactions; (E) serves a Target Market by serving one or more Investment Areas and/or Targeted Populations in the manner set forth in 12 C.F.R. 1805.201(b)(3); (F) provides Development Services in conjunction with its Financial Products, directly, through an Affiliate or through a contract with a third-party provider; (G) maintains accountability to residents of the applicable Investment Area(s) or Targeted Population(s) through representation on its governing Board of Directors or otherwise; and (H) remains a non-governmental entity which is not an agency or instrumentality of the United States of America, or any State or political subdivision thereof, as described in 12 C.F.R. 1805. 201(b)(6) and within the meaning of any supplemental regulations or interpretations of 12 C.F.R. 1805. 201(b)(6) or such supplemental regulations published by the Fund. As used herein, the terms "Affiliates"; "*Financial Products*"; "*Development Services*"; "*Target Market*"; "*Investment Areas*"; and "*Targeted Populations*" have the meanings ascribed to such terms in 12 C.F.R. 1805.104.

3. The information set forth in the CDFI Certification Application delivered to the Investor pursuant to Section 2.3(l) of the Standard Terms (the "*CDFI Application*"), as modified by any updates to the CDFI Application provided on [***Insert Date(s)***] by the Credit Union to the Investor on or prior to the date hereof, with respect to the covenants set forth in Section 4.1(d)(i)(B) and Section 4.1(d)(i)(D) of the Standard Terms remains true, correct and complete as of the date hereof.

4. The contracts and material agreements entered into by the Credit Union with respect to Development Services previously disclosed to the Investor remain in effect and copies of any new contracts and material agreements entered into by the Credit Union with respect to Development Services are attached hereto as Exhibit A.

5. Attached hereto as Exhibit B is (A) a list of the names and addresses of the individuals which comprise the board of directors of the Credit Union as of the date hereof, (B) to the extent any member of the board of directors listed on Exhibit B was not a member of the board of directors as of the last certification provided to the Investor pursuant to Section 4.1(d)(ii) of the Standard Terms, a narrative describing such individual's relationship to the applicable Investment Area(s) and Targeted Population(s) and (C) to the extent the Credit Union maintains accountability to residents of the applicable Investment Area(s) or Target Population(s) through means other than representation on its governing board of directors and such means have changed since the date of the last certification provided to the Investor pursuant to Section 4.1(d)(ii) of the Standard Terms on **[*Insert Date*]**, a narrative describing such change.

6. The Credit Union is not an agency of the United States of America, or any State or political subdivision thereof, as described in 12 C.F.R. 1805.201(b)(6) and within the meaning of any supplemental regulations or interpretations of 12 C.F.R. 1805.201(b)(6) or such supplemental regulations published by the Fund.

The foregoing certifications are made and delivered as of [_____] pursuant to Section 4.1(d)(ii) of the Standard Terms.

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Standard Terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Officer's Certificate has been duly executed and delivered as of the [__] day of [_____], 20[__].

[CREDIT UNION]

By:_____
Name:
Title:

EXHIBIT A

NEW CONTRACTS AND MATERIAL AGREEMENTS

EXHIBIT B

BOARD OF DIRECTORS

NAME	ADDRESS	NARRATIVE[1]

[1] To the extent (x) any of the individuals was not a member of the board of directors of the Credit Union as of the last certification to the Investor, include a narrative describing such individual's relationship to the applicable Investment Area(s) and Targeted Population(s) or, (y) if the Credit Union maintains accountability to residents of the applicable Investment Area(s) or Target Population(s) through means other than representation on its governing board of directors and such means have changed since the date of the last certification to the Investor, a narrative describing such change.

SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS

Credit Union Information:

Name of the Credit Union: Independent Employers Group Federal Credit Union

Organizational Form: Federally Chartered Credit Union

Jurisdiction of Organization: United States of America

Appropriate Supervisory Authority: National Credit Union Administration

Notice Information:

Independent Employers Group Federal Credit Union
P.O. Box 4368
Hilo, Hawaii 96720
Attention: Barnard Balsis, President and General Manager

Terms of the Purchase:

Original Aggregate Principal Amount of Senior Subordinated Securities in the form of Annex A purchased:[1]	$698,000.00
Denomination amount:	$1,000.00
Maturity:	13 years
Ranking:	Subordinate to claims of creditors, shareholders and the National Credit Union Share Insurance Fund.
Interest Rate:	2% per annum until the eighth anniversary of the date hereof, and thereafter at a rate of 9% per annum.
Interest Payment Dates:	Quarterly, in arrears, February 15, May 15, August 15 and November 15 of each year.

[1] The Principal Amount shall be equal to not more than three and a half percent (3.5%) of the Credit Union's total assets and not more than fifty percent (50%) of the capital and surplus of the Credit Union.

Restriction on Acceleration:	Principal and accrued interest may only become immediately due and payable (*i.e.* accelerated) upon the occurrence of an Event of Default.

Closing:

Location of Closing:	Telephonic
Time of Closing:	12:00 P.M. Eastern time
Date of Closing:	September 29, 2010
Wire Information for Closing:	ABA Number: [redacted] Bank: [redacted] Account Number: [redacted] Beneficiary: [redacted]

Contact for Confirmation of Wire Information:
[redacted]

SCHEDULE B

CAPITALIZATION

Capitalization Date: August 31, 2010

Capital Interests

Type of Interest (Member Shares, etc): Member shares

Par Value: $1.00 per share

Outstanding (aggregate dollar amount of Member Shares as of Capitalization Date): $18,908,946

Subordinated Debt: **None**

Type:

Amount Outstanding:

Amount Qualifying as Secondary Capital:

Additional Dividends (special dividends in excess of stated dividend rates payable on share accounts, etc.) Paid in 2009: None

Total Dividends Paid in 2009: $218,809

Holders of 5% or more of Capital Interests	Primary Address
NONE	

Holders of Other Capital Instruments	Primary Address
NOT APPLICABLE	

Describe any commitments to authorize, issue or sell Capital Interests (other than in connection with the ordinary course issuance of shares to new members):

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

UST Sequence No. 1451

[redacted]

SCHEDULE C

MATERIAL ADVERSE EFFECT

List any exceptions to the representation and warranty in Section 3.1(g) of the Securities Purchase Agreement – Standard Terms.

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

SCHEDULE D

LITIGATION

List any exceptions to the representation and warranty in Section 3.1(l) 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 3.1(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 3.1(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 3.1(s) of the Securities Purchase Agreement – Standard Terms.

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