

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

Dear Ladies and Gentlemen:

The company set forth on the signature page hereto (the “*Company*”) intends to issue the number of shares of a series of its preferred stock set forth on Schedule A hereto (the “*CDCI Preferred Shares*”) to the United States Department of the Treasury (the “*Investor*”) in exchange for the number of shares of preferred stock previously acquired by the Investor pursuant to the Company’s participation in the Troubled Asset Relief Program Capital Purchase Program set forth on Schedule A (the “*CPP Preferred Shares*”).

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 Except to the extent supplemented or superseded by the terms set forth herein or in the Schedules hereto, the provisions contained in the Exchange Agreement – Standard Terms attached hereto as Exhibit A (the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

Each of the Company and the Investor hereby confirms its agreement with the other party with respect to the issuance by the Company of the CDCI Preferred Shares and the exchange of the “Preferred Shares” for the CPP Preferred Shares pursuant to this letter agreement and the Exchange Agreement on the terms specified on Schedule A hereto.

This letter agreement (including the Schedules hereto), the Exchange Agreement (including the Annexes thereto) and the Disclosure Schedules (as defined in the Exchange 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 Exchange Agreement.

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

* * *

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

UNITED STATES DEPARTMENT OF THE
TREASURY

By: _____
Name:
Title:

COMPANY: _____

By: _____
Name:
Title:

Date: _____

EXHIBIT A

EXCHANGE AGREEMENT

SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS

Company Information:

Name of the Company:

Corporate or other organizational form of Company:

Jurisdiction of Organization of Company:

Appropriate Federal Banking Agency of Company:

Name of Certified Entities:

Corporate or other organizational form of each Certified Entity:

Jurisdiction of Organization of each Certified Entity:

Appropriate Federal Banking Agency of each Certified Entity:

Notice Information:

Terms of the Exchange:

Series of CDCI Preferred Stock Exchanged:

Per Share Liquidation Preference of CDCI Preferred Stock: \$1,000 per share¹

Number of Shares of CDCI Preferred Stock Exchanged:²

Dividend Payment Dates on the CDCI Preferred Stock: Payable quarterly in arrears on February 15, May 15, August 15 and November 15 of each year.

Series of CPP Preferred Stock Exchanged:

¹ Investor may acquire CDCI Preferred Shares with a higher liquidation preference per share, in which case, Investor may require the Company to appoint a depository to hold the CDCI Preferred Stock and issue depository receipts.

² Company may issue CDCI Preferred Shares having an aggregate capital amount equal to the positive difference, if any, between (i) (x), if the Company is a Certified Entity, five percent (5%) of the risk-weighted assets of the Company or (y), if the Company is not a Certified Entity, five percent (5%) of the sum of the risk-weighted assets of each of the Certified Entities and (ii) the aggregate liquidation preference of any outstanding (x) CPP Preferred Stock and (y) CDCI Preferred Stock.

Number of Shares of CPP Preferred Stock Exchanged:

Date of Letter Agreement pursuant to which CPP Preferred Shares were purchased:

Closing:

Location of Closing:

Time of Closing:

Date of Closing:

SCHEDULE B

CAPITALIZATION

Capitalization Date:

Common Stock

Par value:

Total Authorized:

Outstanding:

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

Reserved for benefit plans and other issuances:

Remaining authorized but unissued:

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

Preferred Stock

Par value:

Total Authorized:

Outstanding (by series):

Reserved for issuance:

Remaining authorized but unissued:

Holder of 5% or more of any class of capital stock

Primary Address

SCHEDULE C

MATERIAL ADVERSE EFFECT

List any exceptions to the representation and warranty in Section 3.6 of the Exchange 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 3.10 of the Exchange 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 3.11 of the Exchange 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 3.11 of the Exchange 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 3.17 of the Exchange Agreement – Standard Terms.

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