

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 in a private placement the number of shares of a series of its preferred stock set forth on Schedule A hereto (the “*Preferred Shares*”) and the United States Department of the Treasury (the “*Investor*”) intends to purchase from the Company the Preferred Shares.

The purpose of this letter agreement is to confirm the terms and conditions of the purchase by the Investor of the Preferred Shares. Except to the extent supplemented or superseded by the terms set forth herein or in the Schedules hereto, the provisions contained in the Securities Purchase Agreement – Standard Terms attached hereto as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 Company and the Investor hereby confirms its agreement with the other party with respect to the issuance by the Company of the Preferred Shares and the purchase by the Investor of the Preferred Shares 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:

COMPANY: _____

By: _____
Name:
Title:

Date: _____

EXHIBIT A

SECURITIES PURCHASE 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 Purchase:

Series of Preferred Stock Purchased:

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

Number of Shares of Preferred Stock Purchased:²

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

Purchase Price:

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

² The Company may issue Preferred Shares having an aggregate capital amount equal to not more than 5% of (i) if the Company is the Certified Entity, its risk-weighted assets or (ii) if the Company is not the Certified Entity, the sum of the risk-weighted assets for each of the Certified Entities, in each case less the aggregate capital or, as the case may be, principal amount of any outstanding TARP assistance of the Company.

Closing:

Location of Closing:

Time of Closing:

Date of Closing:

Wire Information for Closing:

ABA Number:

Bank:

Account Name:

Account Number:

Beneficiary:

Contact for Confirmation of Wire Information:

SCHEDULE B

CAPITALIZATION

Capitalization Date:

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:

[Private Capital

Class of securities representing Private Capital:

Par value:

Date of issuance of Private Capital:]

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 3.1(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: .