

7535-01-U

NATIONAL CREDIT UNION ADMINISTRATION

Temporary Corporate Credit Union Liquidity Guarantee Program

AGENCY: National Credit Union Administration (NCUA).

ACTION: Notice.

SUMMARY: This notice contains information about revisions to the National Credit Union Administration's Temporary Corporate Credit Union Liquidity Guarantee Program (TCCULGP).

ADDRESSES: 1775 Duke Street, Alexandria, Virginia 22314.

FOR FURTHER INFORMATION CONTACT: Dianne Salva, Trial Attorney, Office of General Counsel, at the above address or telephone (703) 518-6540.

SUPPLEMENTARY INFORMATION:

On October 16, 2008, the National Credit Union Administration Board approved the TCCULGP. Under the terms of this original TCCULGP, the National Credit Union Share Insurance Fund (NCUSIF) guaranteed certain unsecured debt of

participating corporate credit unions (corporates) issued from October 16, 2008 through June 30, 2009, and maturing on or before June 30, 2012. NCUA published notice of the original TCCULGP in the Federal Register. 73 FR 68450 (November 18, 2008). NCUA also published a list of corporates that agreed to participate in the original TCCULGP on NCUA's website at <http://www.ncua.gov/CorporateCU/index.htm>

On May 21, 2009, the NCUA extended the terms and conditions of the TCCULGP and revised the fees charged to corporates participating in the program. It published notice of those changes in the Federal Register. 74 FR 25777 (May 29, 2009). On June 18, 2009 the NCUA Board decided to legally obligate the TCCUSF for any liability arising from the TCCULGP. At its July 16 meeting, the NCUA Board also decided to refine and improve the TCCULGP, by amending the agreement with participating corporates and adding sample forms that investors may use to file a claim for payment and assign their interests in the investment, in the event a default occurs under the program.

The Proof of Claim form and Assignment reproduced below are for the reference of interested parties. They are also available on the NCUA website at www.ncua.gov/Resources/CorporateStabilization/Index. While these are examples of such documents that the NCUA Board finds acceptable, their use is not mandatory. Investors who wish to use other written documents to file their claim or assign their interests may do so, as long as the documents they submit are acceptable to the NCUA Board in its capacity as manager of the TCCUSF.

**FORM OF
TCCULGP DEMAND AND PROOF OF CLAIM**

_____ [Date]

Executive Director
National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314-3428

Attention: _____

The undersigned is the holder (“Holder”) or a duly authorized representative (“Representative”) of a holder or holders of Temporary Corporate Credit Union Stabilization Fund (“TCCUSF”) guaranteed debt under the _____ [insert title of governing document and CUSIP Number, if any] dated _____ [insert month, day and year] by and between _____ Credit Union as the Issuer, and the undersigned (as amended from time to time, the “Indenture”), pursuant to which the TCCUSF-guaranteed debt obligations were issued by _____ Credit Union and are now outstanding. The undersigned Holder, or Representative on behalf of all holders, hereby demands payment of the following amounts that were due and payable on _____ [insert month, day and year]

and that are now in default, such default not having been cured as of the date hereof:

Principal:

Interest:

together with payment when due of such other amounts as shall be required to satisfy the TCCUSF's guarantee obligations under the Temporary Corporate Credit Union Liquidity Guarantee Program ("TCCULGP").

Payment of the foregoing amounts should be made to the undersigned by wire transfer to the following account:

Financial Institution Name:

ABA Routing Number:

Account Number:

Special Instructions:

The undersigned hereby makes the following certifications, which certifications are true and correct as of the date hereof:

1. The undersigned is either:
 - the Holder; or

 - the authorized Representative of all debtholders under the Indenture.

2. If the undersigned is the Holder, the undersigned further certifies that
 - (a) it has the financial capacity it hereby does make an assignment of each right, title and interest in the TCCUSF-guaranteed debt to the TCCUSF and to effect the transfer to the TCCUSF of all of Holder's claims in any insolvency proceeding. Included herewith is the executed and completed form of assignment of the Holder's interest in the TCCUSF-guaranteed debt and includes the right of the

TCCUSF to receive any and all such distributions on the debt from the proceeds of the liquidation estate; and

(b) The undersigned hereby certifies that this demand is being made within 90 days of the occurrence of the payment default upon which the demand is made. The failure of the Holder to make demand for payment will deprive the Holder of all further rights and remedies with respect to guarantee claims.

3. If the undersigned is the authorized Representative of all debtholders under the Indenture, the undersigned further certifies that

(a) it has the financial capacity to act as Representative since the undersigned has sufficient capital and surplus to act as Representative under the eligibility provisions of the Indenture (Section ____), as evidenced by a current report of condition of the undersigned Representative. Such report of condition may take the form of a report of examination and is attached as Exhibit ___. If the governing documents do not contain a financial eligibility requirement, the undersigned or an affiliate thereof must be “well capitalized,” as that term is defined in 12 U.S.C. §1831 o(b)(1) if the Representative is a bank, or 12 U.S.C. §1790d or applicable NCUA regulations if the Representative is a credit union;

(b) it has the organizational capacity to act as Representative since the undersigned is a [i.e. New York banking corporation] with authority to commence business and to exercise corporate trust powers, as evidenced by the Organization Certificate of the undersigned, a copy of which is attached as Exhibit ___;

(c) it has the exclusive authority to act on behalf of each and every debtholder under the Indenture and has a fiduciary responsibility to each such debtholder. The undersigned is expressly designated as the duly authorized representative of such holders for purposes of making claims and taking other permitted or required actions under the Program, as evidenced in Section ___ of the Indenture on Page ___. The indenture is attached hereto in its entirety as Exhibit ___.

(d) it is expressly authorized to, and hereby does, make an assignment of each right, title and interest in the TCCUSF-guaranteed debt to the TCCUSF and to effect the transfer to the TCCUSF of each such holder's claims in any insolvency proceeding. Evidence of such authorization is provided in Section _____ of the Indenture on page _____. The Indenture is attached hereto in its entirety as Exhibit ____.

Also included herewith is the executed and completed form of assignment of the Holder's interest in the TCCUSF-guaranteed

debt and includes the right of the TCCUSF to receive any and all such distributions on the debt from the proceeds of the liquidation estate.

(e) this demand is being made within 90 days of the occurrence of the payment default upon which the demand is made. The failure of the authorized Representative to make demand for payment will deprive the debtholder or debtholders of all further rights and remedies with respect to guarantee claims.

HOLDER

By:

Printed Name:

Title:

(Tax Identification No.)

(Mailing Address)

(Telephone Number)

(Fax Number)

OR

REPRESENTATIVE

By:

Printed Name:

Title:

(Tax Identification No.)

(Mailing Address)

(Telephone Number)

(Fax Number)

**Form of
TCCULGP ASSIGNMENT**

The undersigned is the holder (“Holder”) or a duly authorized representative (“Representative”) of a holder or holders of Temporary Corporate Credit Union Stabilization Fund (“TCCUSF”) guaranteed debt under the _____ [insert title of governing document and CUSIP Number, if any] dated _____ [insert month, day and year] by and between _____ Credit Union (“Issuer”), as the Issuer, and the undersigned (as amended from time to time, the “Agreement”), pursuant to which the TCCUSF-guaranteed debt obligations were issued by _____ Credit Union and are now outstanding. The undersigned Holder, or Representative on behalf of all holders, has demanded payment of amounts due and payable, and that are now in default, such default not having been cured as of the date hereof.

In conjunction with that demand, the undersigned Holder, or Representative on behalf of all holders, has executed and submits this Assignment made pursuant to the terms of Section [_____] of the Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

For value received, the undersigned Holder, or Representative on behalf of all holders, (the "Assignor"), hereby assigns to the National Credit Union Administration ("NCUA") TCCUSF, without recourse, all of the Assignor's respective rights, title and interest in and to: (a) the promissory note or other instrument evidencing the debt issued under the Agreement (the "Note"); (b) the Agreement pursuant to which the Note was issued; and (c) any other instrument or agreement executed by the Issuer regarding obligations of the Issuer under the Note or the Agreement (collectively, the "Assignment").

The Assignor acknowledges and agrees that this Assignment is subject to the Agreement and to the following:

- 1) In the event the Assignor receives any payment under or related to the Note or the Agreement from a party other than the TCCUSF (a "Non-TCCUSF Payment"):

- a. After the date of demand for a guarantee payment on the TCCUSF pursuant to the TCCULGP, but prior to the date of the TCCUSF's first guarantee payment under the Agreement, the Assignor shall promptly but in no event later than five (5) Business Days after the receipt notify the TCCUSF of the date and the amount of such Non-TCCUSF Payment and shall apply such payment as payment made by the Issuer, and not as a guarantee payment made by the TCCUSF under the TCCULGP, and therefore, the amount of such payment shall be excluded from this Assignment; and
 - b. After the TCCUSF's first guarantee payment under the Agreement, the Assignor shall forward promptly to the TCCUSF such Non-TCCUSF Payment in accordance with the payment instructions provided in writing by the TCCUSF.
- 2) Acceptance by the Assignor of payment pursuant to the TCCULGP for its own behalf, or in the case of a Representative Assignor, on behalf of the holders, shall constitute a release by such Holder or holders of any liability of the TCCUSF and the NCUA under the TCCULGP with respect to such payment.

The person who is executing this Assignment on behalf of the Assignor hereby represents and warrants to the NCUA and the TCCUSF that he/she/it is duly authorized to do so.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed and delivered this _____ day of _____, 20__.

Very truly yours,

[Assignor]

By:

Printed Name:

Title: _____

For more information about the original and revised TCCULGPs, including terms, conditions, participants, and forms interested parties may contact Senior Analyst Dave Shetler of the NCUA Office of Corporate Credit Unions.

Dated: July 16, 2009.

Mary Rupp

Secretary of the Board