

MASTER PURCHASE AGREEMENT

FOR

SBA POOLED CERTIFICATES

AND

SENIOR SECURITIES ISSUED BY SBA POOL ASSEMBLERS

UNITED STATES DEPARTMENT OF THE TREASURY

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This MASTER PURCHASE AGREEMENT (this “Master Purchase Agreement”) is entered into on, and is effective as of, the Signing Date, by and between the United States Department of the Treasury (the “Purchaser”) and the SBA Pool Assembler identified on the signature page hereto (the “Seller”).

RECITALS

WHEREAS, United States Department of the Treasury (“Treasury”) and the SBA Pool Assemblers recognize the crucial role that small businesses play in the U.S. economy and that the economic recovery will be driven in large part by small businesses; but, nonetheless, weakened economic conditions have made it more difficult and expensive for small businesses to obtain the credit necessary to stay in business;

WHEREAS, on March 16, 2009, Treasury announced the Small Business and Community Lending Initiative to provide liquidity for the small business credit market, which has been disrupted due to the liquidity crisis;

WHEREAS, until recently, small business lending has been supported by an active secondary market, as community banks and other lenders sell the government-guaranteed portion of their loans to SBA Pool Assemblers, providing lenders with new capital to make additional loans but currently the financial crisis materially has adversely affected this secondary market;

WHEREAS, the Seller has not requested financial support from Treasury but, given its vital role in the small business lending market, has agreed to participate in the Small Business and Community Lending Initiative to help increase liquidity in the secondary market for small business lending;

WHEREAS, the participation by the Seller in the Small Business and Community Lending Initiative will be governed by this Master Purchase Agreement;

WHEREAS, as part of each Transaction under this Master Purchase Agreement the Seller shall issue to the Purchaser on each Settlement Date senior indebtedness of the Seller governed by this Master Purchase Agreement (the “Senior Securities”) in an aggregate principal amount equal to the Note Issuance Amount in order to satisfy the requirements under Section 113 of EESA that the Treasury receive a senior debt instrument, which such Senior Securities may, at the election of the Seller, be redeemed immediately upon issuance or remain outstanding;

WHEREAS, upon redemption of such Senior Securities no obligations under EESA shall be outstanding as a result of such Transaction; and

NOW, THEREFORE, in consideration of the mutual agreements, representations warranties and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Purchaser and the Seller hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions.

Whenever used herein, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

Affiliate: 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.

Applicable Law: With respect to any Person, any federal, state, local or foreign law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

Bid Procedure: The meaning specified in Section 2.01 of this Master Purchase Agreement.

Binding Confirmation: As defined in Annex A-2 to this Master Purchase Agreement.

Business Day: Any day other than (i) a Saturday or Sunday, or (ii) a day on which the Purchaser or banking and savings and loan institutions in the State New York or in the District of Columbia are authorized or obligated by law, executive order or other governmental action to be closed.

Certificates Pre-Factor Settlement Amount: With respect to any Pre-Factor Settlement, the amount remitted by the Purchaser to the Seller for the related Purchased Certificates, based on the Factor for the month prior to the month in which such Settlement Date occurs.

Charter: The meaning specified in Section 2.04 of this Master Purchase Agreement.

Code: The meaning specified in Section 3.01(a)(xv)(10) of this Master Purchase Agreement.

Common Stock: The meaning specified in Section 3.01(a)(xv)(2) of this Master Purchase Agreement.

Confirmation Procedure: The meaning specified in Section 2.01 of this Master Purchase Agreement.

Controlled Group: The meaning specified in Section 3.01(a)(xv)(10) of this Master Purchase Agreement.

Custodian: The Bank of New York Mellon and its successors and permitted assigns.

Damages: Any and all assessments, judgments, claims, liabilities, losses, costs, damages or expenses (including interest, penalties and reasonable attorneys' fees, expenses and disbursements in connection with any action, suit or proceeding and including any such reasonable attorneys' fees, expenses and disbursements incurred in successfully enforcing any right of indemnification against any indemnitor).

DTCC: The Depository Trust & Clearing Corporation and its successors and permitted assigns.

EESA: The Emergency Economic Stabilization Act of 2008, as amended.

Embargoed Person: The meaning specified in Section 6.05 of this Master Purchase Agreement.

ERISA: The meaning specified in Section 3.01(a)(xv)(10) of this Master Purchase Agreement.

ERISA Event: Any of the following events: (a) the occurrence or reasonably expected occurrence of an event that could result or reasonably be expected to result in the failure of the Seller to satisfy the ERISA Maintenance Requirement or the ERISA Qualification Requirement; (b) the occurrence of a "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; (c) the occurrence or reasonably expected occurrence of an "accumulated funding deficiency" (within the meaning of Section 302 of ERISA or Section 412 of the Code), whether or not waived; (d) the present value of all benefits accrued under such Plan (determined based on the assumptions used to fund such Plan) exceeds the fair market value of the assets under each Plan; (e) either the Seller or any member of its Controlled Group has incurred or reasonably expects to incur liability under Title IV of ERISA (other than contributions to the Plan or premiums to the PBGC 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).

ERISA Maintenance Requirement: The meaning specified in Section 3.01(a)(xv)(10) of this Master Purchase Agreement.

ERISA Qualification Requirement: The meaning specified in Section 3.01(a)(xv)(10) of this Master Purchase Agreement.

Exchange Act: The Securities Exchange Act of 1934, as amended, codified at 15 U.S.C. 78a *et seq.*

Executive Order: The meaning specified in Section 6.05 of this Master Purchase Agreement.

Factor: With respect to any month and any SBA Pooled Certificate, the monthly factor corresponding to such SBA Pooled Certificate as specified in the Monthly Trading Factor Report for SBA 7(a) Pools published by the FTA for such month, available as of the eleventh (11th) Business Day of such month.

Foreign Assets Control Regulations: The meaning specified in Section 6.05 of this Master Purchase Agreement.

FTA: Colson Services Corp., as fiscal and transfer agent on behalf of the SBA.

GAAP: Generally accepted accounting principles in the United States as in effect from time to time, including in respect of interim statements; *provided, however*, that if there occurs after the date hereof any change in GAAP, the Holder and the Seller shall negotiate in good faith amendments to the provisions of this Master Purchase Agreement with the intent of having the result of any calculation of any covenant after such change in GAAP conform as nearly as possible to the result of the calculation of any such covenant as of the date of this Master Purchase Agreement and, until any such amendments have been agreed upon, the covenants shall be calculated as if no such change in GAAP has occurred.

Governmental Authority: Any transnational, domestic or foreign federal, state or local, governmental authority, department, court, agency, judicial body, taxing authority, regulatory body, administrative body, self-regulatory organization, central bank or official, including any political subdivision thereof, to the authority of which the Seller or any of its subsidiaries or any of their respective properties is subject.

Holder: The Purchaser and its successors and permitted assigns, as holder of any Senior Securities.

Indebtedness: With respect to any Person, whether or not recourse is to all or a portion of the assets of such Person and whether or not contingent, (i) the claims of the secured and general creditors of such Person; (ii) every obligation of such Person for money borrowed; (iii) every obligation of such Person, evidenced by bonds, debentures, notes or other similar instruments, including obligations incurred in connection with the acquisition of property, assets or businesses and the liquidation value of any redeemable securities or other equity instruments; (iv) every reimbursement obligation of such Person, contingent or otherwise, with respect to letters of credit, bankers' acceptances, security purchase facilities or similar facilities issued for the account of such Person; (v) every obligation of such Person, 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 such Person; (vii) all indebtedness of such Person, for claims in respect of derivative products, including interest rate, foreign exchange rate and commodity forward contracts, options and swaps and similar arrangements; (viii) all dividends of any Person the payment of which a Person of the type referred to in clauses (i) through (vii) has guaranteed or is responsible or liable for directly or indirectly, as obligor or otherwise; and (ix) all dividends of another Person the payment of which is secured by a lien on any property or assets of a Person of the type referred to in clauses (i) through (vii).

Indenture Act: The meaning specified in Section 4.02 of this Master Purchase Agreement.

Interest Payment Date: With respect to Senior Securities issued on any Settlement Date, each of February 15, May 15, August 15 and November 15 of each year, or if any such day is not a Business Day, the next succeeding Business Day.

Interest Period: The meaning specified in Section 4.12 of this Master Purchase Agreement.

Interest Rate: With respect to Senior Securities issued on any Settlement Date, 9.0% per annum.

Major Depository Institution Subsidiary: The meaning specified in 8.01(f) of this Master Purchase Agreement.

Majority Holders: With respect to the Senior Securities, Holders holding more than fifty percent (50%) of the aggregate outstanding principal amount of the Senior Securities issued hereunder.

Master Purchase Agreement: The meaning specified in the Recitals hereto.

Material Adverse Effect: A material adverse effect on (i) the business, results of operation or financial condition of the Seller taken as a whole; *provided, however*, that such term shall not be deemed to include the effects of (A) changes after the Trade 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 Seller operates, (B) changes or proposed changes after the Trade Date in securities, banking and other laws of general applicability or related policies or interpretations of Governmental Authorities or (C) changes in the Summary of Terms for the Purchase of SBA Pooled Certificates pursuant to the United States Department of the Treasury Consumer and Business Lending Initiative (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 Seller taken as a whole relative to comparable U.S. banking or financial services organizations); or (ii) the ability of the Seller to consummate a Transaction as contemplated by this Master Purchase Agreement and perform its obligations hereunder on a timely basis.

Maturity Date: With respect to Senior Securities issued on any Settlement Date, the thirty-sixth Interest Payment Date of such Senior Securities.

Non-TBA Trade: A sale and purchase of Purchased Certificates for which the Seller and the Purchaser shall agree on the actual SBA Pooled Certificates on the Trade Date.

Note Issuance Amount: With respect to Senior Securities issued on any Settlement Date, an aggregate principal amount equal to the product of (i) 0.05% and (ii) the Purchase Price (exclusive of accrued interest) for the Purchased Certificates purchased on such date.

Note Issuance Excess Amount: With respect to any Pre-Factor Settlement, an amount equal to the excess of the Senior Securities Pre-Factor Settlement Amount over the Note Issuance Amount.

Offer: Each “offer wanted in competition” solicited by the Purchaser (though its agents) from SBA Pool Assemblers for the purchase of SBA Pooled Certificates.

Operating Document: The meaning specified in Section 2.04 of this Master Purchase Agreement.

PBGC: The Pension Benefit Guaranty Corporation, a federal corporation created by the ERISA.

Person: Any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof.

Plan: The meaning specified in 3.01(a)(xv)(10) of this Master Purchase Agreement.

Pre-Factor Settlement: Any Transaction for which the Settlement Date occurs prior to the publication of the Factor in the month in which such Settlement Date occurs.

Proprietary Rights: The meaning specified in 3.01(a)(xv)(15) of this Master Purchase Agreement.

Purchased Certificates: With respect to any Trade Date, the SBA Pooled Certificates accepted for purchase on the related Settlement Date by the Purchaser.

Purchase Price: With respect to each Transaction, a dollar price to be paid by the Purchaser to the Seller for the Purchased Certificates purchased on the related Settlement Date equal to the product of (i) the original face amount of the Purchased Certificates as of the date of their initial issuance, (ii) the Factor published in the month of the Settlement Date and (iii) the applicable Purchase Price Percentage.

Purchase Price Excess Amount: With respect to any Pre-Factor Settlement, an amount equal to the excess of the Certificates Pre-Factor Settlement Amount over the Purchase Price.

Purchase Price Percentage: With respect to each Transaction, the pricing percentage included in an Offer accepted by the Purchaser.

Record Date: With respect to any Senior Security and Interest Payment Date, the close of business on the first calendar day (whether or not such day is a Business Day) of the month in which such Interest Payment Date occurs.

Redemption Date: The meaning specified in Section 4.10 of this Master Purchase Agreement.

Redemption Price: The meaning specified in Section 4.10 of this Master Purchase Agreement.

Related Factor: As defined in Section 2.03 of this Master Purchase Agreement.

SBA: The U.S. Small Business Administration.

SBA Pool Assemblers: Each pool assembler identified by the FTA on the “Active Pool Assembler List” maintained by the FTA, as such list may be updated from time to time.

SBA Pooled Certificates: Certain pooled certificates created by an SBA Pool Assembler under the SBA’s secondary market program authorized pursuant to Section 5 of the Small Business Act, and issued by the FTA on behalf of the SBA, each such pooled certificate representing interests in a pool of SBA guaranteed portions of small business loans originated in accordance with Section 7(a) of the Small Business Act; *provided*, that such SBA Pooled Certificates shall have been created and issued on or after July 1, 2008; and *provided, further*, that if such SBA Pooled Certificates are not initial issuances, that the SBA Pool Assembler creating such SBA Pooled Certificates shall have continually held (or pledged to a lender pursuant to a repurchase facility provided to such SBA Pool Assembler) such SBA Pooled Certificates since issuance.

SBA Rules and Regulations: The Small Business Act, as amended, codified at 15 U.S.C. 631 *et seq.*, all legislation binding on the SBA regarding financial transactions, all rules and regulations promulgated from time to time thereunder, including such rules and regulations codified at 13 C.F.R. Part 120, and the SBA Standard Operating Procedures and official notices as from time to time are in effect.

SEC: The U.S. Securities and Exchange Commission.

Securities Act: The Securities Act of 1933, as amended, codified at 15 U.S.C. 77a *et seq.*

Seller Financial Statements: The meaning specified in Section 2.04 of this Master Purchase Agreement.

Seller Reports: The meaning specified in Section 3.01(a)(xv)(6) of this Master Purchase Agreement.

Senior Securities: The meaning specified in the Recitals hereto.

Senior Securities Pre-Factor Settlement Amount: With respect to any Pre-Factor Settlement, the aggregate principal amount of Senior Securities issued by the Seller, based on the Factor for the month prior to the month in which such Settlement Date occurs.

Senior Security Register: The meaning specified in Section 4.06 of this Master Purchase Agreement.

Settlement Date: With respect to each Transaction, the date on which the purchase and sale of the Purchased Certificates and the related Senior Securities is consummated.

Settlement Default: The meaning specified in Section 7.03 of this Master Purchase Agreement.

Signing Date: The date specified on the signature page hereto.

Small Business Act: The Small Business Act of 1953, as amended, codified at 15 U.S.C. 631 *et seq.*

Tax or Taxes: 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 or penalty, imposed by any Governmental Authority.

TBA Trade: A sale and purchase of Purchased Certificates for which the Seller and the Purchaser shall agree on specified parameters on the Trade Date with respect to the SBA Pooled Certificates to be delivered but for which the actual SBA Pooled Certificates to be delivered shall be specifically identified four or five Business Days (or such other number of Business Days) prior to the related Settlement Date.

Trade Date: Any date on which the Purchaser, in consultation with its agents, may from time to time accept Offers from an SBA Pool Assembler to sell SBA Pooled Certificates under this Master Purchase Agreement.

Trading With the Enemy Act: The meaning specified in Section 6.05 of this Master Purchase Agreement.

Transaction: With respect to each Settlement Date, (i) the sale and purchase of Purchased Certificates in accordance with the terms of this Master Purchase Agreement and the related Binding Confirmation in respect of the Purchased Certificates and (ii) the issuance of the Senior Securities in accordance with the terms of this Master Purchase Agreement and the related Binding Confirmation in respect of the Senior Securities.

Transaction Costs: The meaning specified in Section 7.03 of this Master Purchase Agreement.

Transfer: The meaning specified in Section 4.06 of this Master Purchase Agreement.

Section 1.02 Other Definitional and Interpretative Provisions.

(a) Certain capitalized terms used herein (including in any Annex hereto) but not defined in Section 1.01 shall have the meanings given to such terms in Annex A-2.

(b) The words “hereof”, “herein” and “hereunder” and words of like import used in this Master Purchase Agreement shall refer to this Master Purchase Agreement as a whole and

not to any particular provision of this Master Purchase Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits, Annexes and Schedules are to Articles, Sections, Exhibits, Annexes and Schedules of this Master Purchase Agreement unless otherwise specified. All Exhibits, Annexes and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Master Purchase Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit, Annex or Schedule but not otherwise defined therein, shall have the meaning as defined in this Master Purchase Agreement. Any singular term in this Master Purchase Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Master Purchase Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; *provided*, that no such amendment, modification or supplement shall be deemed to be effective with respect to any agreement or contract listed on any schedule hereto unless such amendments, modifications or supplements are listed in the appropriate schedule. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “law”, “laws” or to a particular statute or law shall be deemed also to include any and all Applicable Law.

ARTICLE II

BID PROCEDURE; PURCHASE; SETTLEMENT

Section 2.01 Bid Procedure; Confirmations.

The procedure for the solicitation of Offers by the Purchaser for the purchase of SBA Pooled Certificates, the making of such Offers by the Seller and the acceptance of such Offers by the Purchaser shall generally be as set forth on Annex A-1 hereto (the “Bid Procedure”). The Purchaser reserves the right to amend or supplement such Bid Procedure at any time and from time to time by prior written notice to the Seller.

Notice of the terms and confirmation of each Transaction shall be effected by the issuance by the Seller to the Purchaser of Confirmations in the manner as set forth on Annex A-2 hereto (the “Confirmation Procedure”). The Purchaser reserves the right to amend or supplement such Confirmation Procedure at any time and from time to time by prior written notice to the Seller.

Section 2.02 Purchase of Purchased Certificates; Purchase of Senior Securities.

On each Settlement Date, on the terms and subject to the conditions set forth in this Master Purchase Agreement and the related Binding Confirmations, with respect to each Transaction, upon the Seller’s receipt of the Purchase Price (as such may be adjusted in

accordance with Section 2.04 or as described in paragraph 2 of the Confirmation Procedure), the Seller does hereby:

(a) sell, assign, transfer and convey to the Purchaser, its successors and assigns, all rights, title and interests of the Seller, in, to and under the Purchased Certificates; and

(b) issue to the Purchaser, its successors and assigns, the Senior Securities in an aggregate principal amount equal to the Note Issuance Amount.

Section 2.03 Settlement.

(a) On the terms and subject to the conditions set forth in this Master Purchase Agreement and the related Binding Confirmations, the settlement of (i) the purchase described in Section 2.02(a) for each Transaction shall take place electronically on the Settlement Date specified in the related Binding Confirmations in accordance with the book-entry transfer procedures of DTCC and (ii) the issuance described in Section 2.02(b) for each Transaction shall be in physical form at a time and place specified by the parties on the Settlement Date, if any Senior Securities are to be issued and remain outstanding, or otherwise shall take place electronically on the Settlement Date specified in the related Binding Confirmations through the facilities of the Custodian or through the facilities of DTCC, at the sole option of the Seller.

(b) Each purchase and sale of Purchased Certificates shall be settled on a delivery-versus-payment basis and payment shall be made in immediately available funds to the Seller or upon Seller's order. None of the Seller's property interest in the Purchased Certificates shall pass to the Purchaser until such delivery and payment are made. The Purchased Certificates shall be transferred by the Seller to the Purchaser in accordance with Section 2.04(i).

(c) In the event that the Seller elects to redeem the Senior Securities, the Seller shall remit the Redemption Price in immediately available funds to the Custodian on the Redemption Date.

(d) In the event of any Pre-Factor Settlement, not later than five (5) Business Days after the date on which the Factor for the month of the Settlement Date is published (the "Related Factor"), the parties hereby acknowledge and agree that (i) the Purchase Price Excess Amount shall be debited from the Seller's DTCC account on the date hereof and deposited into the Purchaser's DTCC account (maintained through its financial agent) and (ii) (A) if the related Senior Security was redeemed immediately upon issuance, the Purchaser shall remit the Note Issuance Excess Amount to the Seller in immediately available funds and (B) if the related Senior Securities remain outstanding, the Senior Securities issued to the Purchaser on the Settlement Date shall be tendered to the Seller for cancellation and new Senior Securities in aggregate principal amount equal to the Note Issuance Amount shall be issued; *provided*, that such new Senior Securities shall be deemed to have been issued to the Purchaser on the Settlement Date.

Section 2.04 Conditions to Settlement.

The obligations of the Purchaser to consummate the purchase of the Purchased Certificates under this Master Purchase Agreement and the related Binding Confirmations for each Transaction are subject to the fulfillment at or prior to each Settlement Date (or such other date specified herein), of the following conditions, any one or more of which may be waived in writing by the Purchaser (in its sole and absolute discretion):

(i) *Remittance of Required Fees and Expenses.* The Seller shall have (a) caused DTCC, as of the Settlement Date, to make a book-entry transfer of the Purchased Certificates to the Custodian on behalf of the Purchaser and (b) caused any required fees and expenses of DTCC have been paid.

(ii) *Eligibility of Purchased Certificates.* The Seller shall have delivered Purchased Certificates that (a) were created by the Seller, (b) were issued on or after July 1, 2008, (c) in the case of Non-TBA Trades, have been continually held by the Seller since the date of their issuance (or held by a lender of the Seller pursuant to a repurchase facility provided to the Seller) and (d) have not been transferred or sold in the secondary market.

(iii) *Representations and Warranties of the Seller.* All representations and warranties made by the Seller (considered collectively and individually) in Section 3.01(a) of this Master Purchase Agreement, shall be true and correct in all material respects (except for those representations and warranties qualified as to materiality, which shall be true and correct in all respects) on and as of the related Trade Date and the related Settlement Date as if made by the Seller on such date (except for those representations and warranties which refer to facts existing at a specific date, which shall be true and correct as of such date). .

(iv) *Senior Securities.* The fulfillment of the following conditions in connection with the issuance of the Senior Securities:

1. *Delivery of Corporate Documents.* Prior to the Settlement Date, the Seller shall have provided, as filed with the Secretary of State of its jurisdiction of organization or other applicable Governmental Authority, its certificate or articles of incorporation, articles of association, certificate of limited partnership, certificate of formation or similar organizational document (the “Charter”) and its bylaws, partnership agreement, operating agreement or similar organizational document (the “Operating Document”) as in effect on the Settlement Date; *provided*, that if the Seller has provided its Charter and Operating Document in connection with a prior issuance of Senior Securities and such documents have not been amended or supplemented since such prior issuance of Senior Securities, such Charter and Operating Document shall be deemed to be delivered as of such Settlement Date without further action on the part of the Seller; *provided, further*, that if any such Charter

or Operating Document previously delivered have been amended, restated or supplemented since such prior issuance of Senior Securities, the Seller shall deliver such amended, restated or supplemented Charter or Operating Document.

2. *Delivery of Seller Financial Statements.* Prior to the Settlement Date, the Seller has provided or made available to the Purchaser, in writing, each of the consolidated financial statements of the Seller and its consolidated subsidiaries for each of the last three (3) completed fiscal years of the Seller (which shall be audited to the extent audited financial statements are available prior to the Settlement Date) and each completed quarterly period since the last completed fiscal year (collectively the “Seller Financial Statements”); *provided*, that if the Seller has provided its three (3) most recent Seller Financial Statements in connection with a prior issuance of Senior Securities and such Seller Financial Statements have not been amended, restated or supplemented since such prior issuance of Senior Securities, such Seller Financial Statements shall be deemed to be delivered as of such Settlement Date without further action on the part of the Seller; *provided, further*, that if any such Seller Financial Statements previously delivered have been amended, restated or supplemented since such prior issuance of Senior Securities, the Seller shall deliver such amended, restated or supplemented Seller Financial Statements.
3. *Delivery of Senior Securities.* The Seller shall issue Senior Securities in an aggregate principal amount equal to the Note Issuance Amount to the Purchaser in accordance with this Master Purchase Agreement and the related Binding Confirmation. If the Seller elects not to redeem the Senior Securities upon issuance, the Seller shall deliver physical certificated debentures in proper form evidencing the Senior Securities to the Purchaser or its designee(s) in the form attached hereto as Annex B.
4. *Opinion of Counsel.* If the Seller does not redeem the Senior Securities immediately upon issuance, the Seller shall have delivered to the Purchaser a written opinion from counsel to the Seller (which may be internal counsel), addressed to the Purchaser and dated as of the Settlement Date, in substantially the form attached hereto as Annex D; *provided*, that if the Seller has provided such an opinion in connection with a prior issuance of Senior Securities, the Seller may provide a reliance letter with respect to any portions of such opinion in lieu of repeating such portions, brought down to the Settlement Date, in form and substance acceptable to the Purchaser. No opinion of counsel or reliance letter shall be required if the Seller redeems the Senior Securities immediately upon issuance.

Section 2.05 Sale Treatment.

It is the intention of the Seller that the transfer and assignment of the Purchased Certificates to the Purchaser shall constitute a sale from the Seller to the Purchaser and that such Purchased Certificates not be a part of the Seller's property or estate for any purpose under state or federal law, including without limitation in the event of the insolvency of the Seller.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties.

(a) The Seller represents and warrants to the Purchaser as of each Trade Date and each Settlement Date:

(i) Organization, Authority and Significant Subsidiaries. The Seller has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, with the necessary power and authority to own its properties and conduct its business in all material respects as currently conducted, and has been duly qualified as a foreign corporation 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 unless the failure to so qualify would not reasonably be expected to have a Material Adverse Effect; each subsidiary of the Seller that would be considered a "significant subsidiary" within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act has been duly incorporated and is validly existing in good standing under the laws of its jurisdiction of organization.

(ii) Authority and Capacity. The Seller has the corporate power and authority to execute and deliver this Master Purchase Agreement and to carry out its obligations hereunder, including the consummation of the related Transaction and any other transaction contemplated hereby or thereby. The execution, delivery and performance by the Seller of this Master Purchase Agreement and the consummation of the related Transaction and any other transaction contemplated hereby or thereby have been duly authorized by all necessary corporate action on the part of the Seller and its shareholders, and no further approval or authorization is required on the part of the Seller.

(iii) Binding Obligations. This Master Purchase Agreement and any documents or instruments now or hereafter executed and delivered to the Purchaser by the Seller pursuant to this Master Purchase Agreement (including the related Senior Securities) constitute (or shall, when delivered to the Purchaser by the Seller, constitute) valid and legally binding obligations of the Seller enforceable against the Seller in accordance with their respective terms.

(iv) No Conflicts. The execution, delivery and performance by the Seller of this Master Purchase Agreement and the consummation of the related

Transaction and any other transaction contemplated hereby or thereby and compliance by the Seller with the provisions hereof and thereof, 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 Seller or any subsidiary of the Seller under any of the terms, conditions or provisions of (i) its organizational documents or (ii) any note, debenture, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Seller or any subsidiary of the Seller is a party or by which it or any subsidiary of the Seller may be bound, or to which the Seller or any subsidiary of the Seller or any of the properties or assets of the Seller or any subsidiary of the Seller 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 Seller or any subsidiary of the Seller or any of their respective properties or assets except, in the case of clauses (A)(ii) and (B), for those occurrences that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect.

(v) Solvency. The Seller is solvent and the sale and purchase of the Purchased Securities will not cause the Seller to become insolvent.

(vi) Good Title. Immediately prior to the sale thereof to the Purchaser, the Seller owned the Purchased Certificates, had good and marketable title thereto, free and clear of any pledge, lien, security interest, charge, claim, equity, or encumbrance of any kind, and upon the delivery or transfer of the Purchased Certificates to the Purchaser as contemplated herein the Purchaser will receive good and marketable title to the Purchased Certificates, free and clear of any pledge, lien, security interest, charge, claim, equity or encumbrance of any kind.

(vii) No Consent. Other than the filings with the applicable Governmental Authority, in each case as have been made or obtained, no notice to, filing with, exemption or review by, or authorization, consent or approval of, any Governmental Authority is required to be made or obtained by the Seller in connection with the execution, delivery and performance by the Seller of this Master Purchase Agreement and the consummation of the related Transaction and any other transaction contemplated hereby or thereby, 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 Material Adverse Effect.

(viii) SBA Pool Assembler. The Seller is an SBA Pool Assembler that has been approved by the SBA in accordance with SBA Rules and Regulations and is in good standing with the SBA.

(ix) Creditors. The purchase and sale of the Purchased Certificates is not undertaken with the intent to hinder, delay or defraud any of such party's creditors.

(x) Purchase Price. The Purchase Price constitutes fair consideration and reasonably equivalent value for the Purchased Certificates.

(xi) SBA Guaranty. The Seller is unaware of any facts or circumstances relating to any of the SBA loans underlying the Purchased Certificates that would indicate that any of the underlying SBA loans were either not qualified to be guaranteed by the SBA or otherwise not originated in accordance with SBA Rules and Regulations.

(xii) No Litigation Pending. There is no action, suit, proceeding, litigation, investigation or enforcement action pending or to its knowledge, threatened against the Seller, before any court, administrative agency or other tribunal asserting the invalidity of this Master Purchase Agreement, seeking to prevent the consummation of the related Transaction and any other transaction contemplated hereby or thereby or which, either in any one instance or in the aggregate, would reasonably be likely to result in any Material Adverse Effect, or in any material impairment of the right or ability of the Seller to carry on its business substantially as now conducted, or which would reasonably be likely to draw into question the validity of this Master Purchase Agreement, the Purchased Certificates or the related Senior Securities, or of any action taken or to be contemplated herewith or therewith, or which would reasonably be likely to impair materially the ability of the Seller to perform under the terms of this Master Purchase Agreement or such Senior Securities.

(xiii) Eligibility of Purchased Certificates. The Purchased Certificates were created by the Seller, were issued on or after July 1, 2008 and, in the case of a Non-TBA Trade, have been continually held by such Seller since the date of their issuance (or held by a lender of such Seller pursuant to a repurchase facility provided to the Seller) and have not been transferred or sold in the secondary market.

(xiv) No Collusion. With respect to the solicitation of Offers by the Purchaser for the purchase of SBA Pooled Certificates and the price of the offered SBA Pooled Certificates, the Seller has not entered, and will not enter, into any formal or informal agreement or arrangement with other SBA Pool Assemblers and has not participated, and will not participate, in any collusion with other SBA Pool Assemblers.

(xv) Senior Securities Representations and Warranties. The following representations and warranties in connection with the issuance of the Senior Securities (regardless of whether such Senior Securities are immediately redeemed upon issuance or otherwise):

1. Capitalization. The outstanding shares of capital stock of the Seller have been duly authorized and are validly issued and outstanding, fully paid and nonassessable, and subject to no preemptive rights (and were not issued in violation of any preemptive rights).
2. Senior Securities. The Seller has the corporate power and authority to issue the Senior Securities under this Master Purchase Agreement. The Senior Securities, when executed and delivered, will be the legal, valid and binding obligations of the Seller, enforceable in accordance with their terms. The Senior Securities do not constitute a separate class of equity securities and are senior to the Seller's common stock ("Common Stock") whether or not issued or outstanding, with respect to the distribution of assets in the event of any dissolution, liquidation or winding up of the Seller.
3. Agreements Among Shareholders. The Board of Directors (or similar governing body) of the Seller has taken all necessary action to ensure that the issuance of the Senior Securities pursuant to this Master Purchase Agreement and the consummation of the Transaction contemplated hereby is not prohibited by the Seller's Charter and Operating Document, or any operating agreement or any agreement among shareholders of the Seller, or has obtained all consents required by its Charter or by such Operating Document, operating agreement or agreements among shareholders, or has amended the Charter and Operating Document, as is necessary, in order to consummate the Transaction contemplated by this Master Purchase Agreement.
4. No Material Adverse Effect. Since the last day of the last completed fiscal period for which financial statements are included in the Seller Financial Statements (as defined below), 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 Material Adverse Effect.
5. Seller Financial Statements. The Seller Financial Statements present fairly in all material respects the consolidated financial position of the Seller 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 (A) were prepared in conformity with GAAP applied on a consistent basis (except as may be noted therein) and (B) have been prepared from, and are in accordance with, the books and records of the Seller.

6. Reports. (A) For the period covered by the most recent required Seller Financial Statements up to and including the date this representation is made, the Seller has filed all reports, registrations, documents, filings, statements and submissions, together with any amendments thereto, that it was required to file with any Governmental Authority (the foregoing, collectively, the “Seller 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 Material Adverse Effect. As of their respective dates of filing, the Seller Reports complied in all material respects with all statutes and applicable rules and regulations of the applicable Governmental Authority. (B) The records, systems, controls, data and information of the Seller 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 Seller or its 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 3.01(a)(xv)(6). The Seller (a) has implemented and maintains adequate disclosure controls and procedures to ensure that material information relating to the Seller is made known to the chief executive officer and the chief financial officer of the Seller by others within those entities, and (b) has disclosed, based on its most recent evaluation prior to the Trade Date and the Settlement Date, to the Seller’s outside auditors and the audit committee of the Board of Directors (or similar governing body) of the Seller (x) any significant deficiencies and material weaknesses in the design or operation of internal controls that are reasonably likely to adversely affect the Seller’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 Seller’s internal controls over financial reporting.
7. No Undisclosed Liabilities. The Seller does not have any liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not properly reflected or reserved against in the Seller Financial Statements to the extent required to be so reflected or reserved against in accordance with GAAP, except for (A) liabilities that have arisen since the last fiscal year end in the ordinary and usual course of business and consistent with past practice and (B) liabilities that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect.

8. Offering of Securities. Neither the Seller nor any person acting on its behalf has taken any action (including any offering of any securities of the Seller under circumstances which would require the integration of such offering with the offering of any of the Senior Securities under the Securities Act, and the rules and regulations of the SEC promulgated thereunder), which might subject the offering, issuance or sale of any of the Senior Securities to the Purchaser pursuant to this Master Purchase Agreement to the registration requirements of the Securities Act.
9. Compliance with Laws. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Seller has all permits, licenses, franchises, authorizations, orders and approvals of, and have made all filings, applications and registrations with, Governmental Authorities 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 Seller. Except as set forth on Schedule A, the Seller has complied in all respects and are not in default or violation of, and none of them is, to the knowledge of the Seller, under investigation with respect to or, to the knowledge of the Seller, 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 Authority, other than such noncompliance, defaults or violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Governmental Authority has placed any restriction on the business or properties of the Seller that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.
10. Employee Benefit Matters. Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect: (A) 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 Seller 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 Seller or any member of its Controlled Group and for which the Seller 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 (the “ERISA Maintenance Requirement”); (B) with respect to each Plan subject to Title IV of ERISA (including, for purposes of this clause (B), any plan subject to Title IV of ERISA that the Seller or any member of its Controlled Group previously maintained or contributed to in the six years prior to the Trade Date), (1) 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 Trade Date or is reasonably expected to occur, (2) 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 Trade Date or is reasonably expected to occur, (3) 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 (4) neither the Seller nor any member of its Controlled Group has incurred in the six years prior to the Trade Date, or reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the PBGC 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 (C) 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 Trade 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 (the “ERISA Qualification Requirement”).

11. Properties and Leases. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Seller has good and marketable title to all real properties and all other properties and assets owned by it, in each case free from liens, encumbrances, claims and defects that would affect the value thereof or interfere with the use made or to be made thereof by it. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Seller holds 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.

12. Risk Management Instruments. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all derivative instruments, including, swaps, caps, floors and option agreements, whether entered into for the Seller's own account, or for the account of one or more of its customers, were entered into (i) only in the ordinary course of business, (ii) in accordance with prudent practices and in all material respects in compliance 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 Seller, enforceable in accordance with its terms. The Seller is not, nor, to the knowledge of the Seller, 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 Material Adverse Effect.
13. Environmental Liability. Except as would not, individually or in the aggregate, reasonably be expected to have a 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 Seller, 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 Seller's knowledge, threatened against the Seller; (ii) to the Seller's knowledge, there is no reasonable basis for any such proceeding, claim or action; and (iii) the Seller is not subject to any agreement, order, judgment or decree by or with any court, Governmental Authority or third party imposing any such environmental liability.
14. Insurance. The Seller is insured with reputable insurers against such risks and in such amounts as the management of the Seller reasonably has determined to be prudent and consistent with industry practice. The Seller is in material compliance with its 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 Material Adverse Effect.

15. Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) the Seller 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) the Seller is not materially infringing, diluting, misappropriating or violating, nor has the Seller received any written (or, to the knowledge of the Seller, 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 Material Adverse Effect, to the Seller’s knowledge, no other person is infringing, diluting, misappropriating or violating, nor has the Seller sent any written communications since January 1, 2006 alleging that any person has infringed, diluted, misappropriated or violated, any of the Proprietary Rights owned by the Seller.
16. Brokers and Finders. The Seller has not entered into any arrangements with any broker, finder or investment banker that could result in the Purchaser having any liability for any financial advisory, brokerage, finder’s or other fee or commission in connection with this Master Purchase Agreement, the related Transaction or any other transactions contemplated hereby or thereby.
17. Taxes. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) the Seller has filed all federal, state, local and foreign Tax returns required to be filed through the Settlement Date, subject to permitted extensions, and have paid all Taxes due and owing (whether or not shown on any Tax return), and (ii) no Tax deficiency has been determined adversely to the Seller, nor does the Seller have any knowledge of any Tax deficiencies.
18. Charter and Operating Document. The Charter and Operating Document of the Seller, copies of which have been provided to the Purchaser, are true, complete and correct copies of such documents as in full force and effect as of the Settlement Date.

(b) The Seller shall promptly notify the Purchaser of any fact, event or circumstance of which it is aware and which would reasonably be expected to cause a breach of any representation or warranty of the Seller contained in Section 3.01(a) of this Master Purchase Agreement; *provided*, that delivery of any notice pursuant to this Section 3.01(b) shall not limit or affect the rights of or the remedies available to the Purchaser hereunder.

ARTICLE IV

TERMS APPLICABLE TO THE SENIOR SECURITIES

Section 4.01 Applicability of Article IV.

Unless otherwise specified herein, the provisions of this Article IV shall apply in respect of a Senior Security only to the extent that the Seller does not redeem such Senior Security immediately upon issuance on the related Settlement Date.

Section 4.02 Purchase for Investment.

The Purchaser acknowledges that the Senior Securities have not been registered under the Securities Act, or under any state securities laws. The Purchaser acknowledges that the Senior Securities are not being sold pursuant to an Indenture qualified under the Trust Indenture Act of 1939, as amended (the "Indenture Act"). The Purchaser (a) is acquiring the Senior 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 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 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 Transaction and of making an informed investment decision.

Section 4.03 Form of Senior Security.

The Senior Securities shall be substantially in the form of Annex A hereto, the terms of which are incorporated in and made a part of this Master Purchase Agreement. The Senior 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 in excess thereof. The Senior 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 4.04 Execution of Senior Securities.

The Senior Securities shall be signed in the name and on behalf of the Seller by the manual or facsimile signature of its President, Chief Executive Officer, Chief Financial Officer or one of its Executive Vice Presidents under its corporate 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 Seller's Charter or Operating Document or Applicable Law. Every Senior Security shall be dated the date of its execution and delivery.

Section 4.05 Legends.

The Purchaser agrees that all certificates or other instruments representing the Senior Securities will bear a legend substantially to the following effect:

“THIS SENIOR SECURITY WILL BE ISSUED AND MAY BE TRANSFERRED ONLY IN MINIMUM DENOMINATIONS OF \$1,000 AND MULTIPLES OF \$1 IN EXCESS THEREOF. ANY ATTEMPTED TRANSFER OF SUCH SECURITIES IN A DENOMINATION OF LESS THAN \$1,000 AND MULTIPLES OF \$1 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 MASTER PURCHASE AGREEMENT BY AND BETWEEN THE SELLER AND THE UNITED STATES DEPARTMENT OF THE TREASURY (THE “MASTER PURCHASE AGREEMENT”), WHICH IS INCORPORATED INTO THIS NOTE.

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 SELLER

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 MASTER PURCHASE AGREEMENT BETWEEN THE SELLER AND THE PURCHASER REFERRED TO THEREIN, A COPY OF WHICH IS ON FILE WITH THE SELLER. THIS SECURITY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID MASTER PURCHASE AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID MASTER PURCHASE AGREEMENT WILL BE VOID.”

In the event that any Senior Securities (A)(i) become registered under the Securities Act or (ii) 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 (B)(i) become subject to an Indenture qualified under the Indenture Act or (ii) are exempt from qualification under the Indenture Act, the Seller shall issue new certificates or other instruments representing such Senior Securities, which shall not contain the applicable legends in this Section 4.05 above; *provided* that the Purchaser surrenders to the Seller the previously issued certificates or other instruments.

Section 4.06 Transfer of Senior Securities.

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

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

(c) All Senior 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 Seller 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 Securities, but the Seller 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 Security, the Seller and any agent of the Seller may deem and treat the Person in whose name such Senior Security is registered as the absolute owner and Holder of such Senior Security for the purpose of receiving payment of principal of and interest on such Senior Security and none of the Seller or any agents of the Seller 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 Securities at any time, and the Seller shall take all steps as may be reasonably requested by the Purchaser to facilitate the Transfer of the Senior Securities; *provided* that the Purchaser and its transferees shall use their commercially reasonable efforts not to effect any Transfer of any Senior Securities if such transfer would require the Seller to be subject to the periodic reporting requirements of Section 13 or 15(d) of the Exchange Act. In furtherance of the foregoing, the Seller shall provide reasonable cooperation to facilitate any Transfers of the Senior Securities, including, as is reasonable under the circumstances, by furnishing such information concerning the Seller and its business as a proposed transferee may reasonably request (including such information as is required by Section 5.02(a)) and making management of the Seller 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 4.07 Replacement of Senior Securities.

Upon receipt of evidence reasonably satisfactory to the Seller of the loss, theft, destruction or mutilation of any Senior Security, and, in the case of any such loss, theft or destruction, upon delivery of a bond of indemnity reasonably satisfactory to the Seller (provided that the Purchaser or any institutional Holder of a Senior Security may instead deliver to the Seller an indemnity agreement in form and substance reasonably satisfactory to the Seller), or, in the case of any such mutilation, upon surrender and cancellation of the Senior Note, as the case may be, the Seller will issue a new Senior Security of like tenor, in lieu of such lost, stolen, destroyed or mutilated Senior Security.

Section 4.08 Rule 144; Rule 144A.

With a view to making available to the Purchaser and Holders the benefits of certain rules and regulations of the SEC which may permit the sale of the Senior Securities to the public without registration, the Seller agrees to use its reasonable best efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144(c)(1) under the Securities Act or any similar or analogous rule promulgated under the Securities Act, at all times after the Settlement Date;

(b) (A) file with the SEC, in a timely manner, all reports and other documents required of the Seller under the Exchange Act, and (B) if at any time the Seller is not required to file such reports, make available, upon the request of any Holder, such information necessary to permit sales pursuant to Rule 144A under the Securities Act (including the information required by Rule 144A(d)(4) under the Securities Act);

(c) so long as the Purchaser or a Holder owns any Senior Securities, furnish to the Purchaser or such Holder forthwith upon request: a written statement by the Seller as to its compliance with the reporting requirements of Rule 144 under the Securities Act, and of the Exchange Act; a copy of the most recent annual or quarterly report of the Seller; and such other reports and documents as the Purchaser or Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing it to sell any such securities to the public without registration and

(d) take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Senior Securities without registration under the Securities Act.

Section 4.09 Depository Senior Securities.

Upon request by the Purchaser at any time following the Settlement Date, the Seller shall promptly enter into a depository arrangement, pursuant to customary agreements reasonably satisfactory to the Purchaser and with a depository reasonably acceptable to the Purchaser, pursuant to which the Senior Securities may be deposited.

Section 4.10 Redemption.

(a) The Senior Securities at the time outstanding may be redeemed by the Seller at its option in whole or in part and subject to Section 4.10(e), at any time and from time to time, out of funds legally available therefor, upon notice given as provided in Section 4.10(d) below, on any date, including the related Settlement Date (such date, the “Redemption Date”) at a redemption price equal to the sum of (i) the Note Issuance Amount and (ii) any accrued and unpaid interest thereon (the “Redemption Price”).

(b) The redemption price for any Senior Securities shall be payable on the Redemption Date to the Holder of such Senior Securities against surrender thereof to the Seller 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 Securities will not be subject to any mandatory redemption, sinking fund or other similar provisions. Holders of Senior Securities will have no right to require redemption or repurchase of any of the Senior Securities.

(d) Notice of Redemption. Except as provided below, notice of redemption of the Senior Securities shall be given either in person or by electronic mail, facsimile, next day courier service or by first class mail, postage prepaid, addressed to the Holders of record of the Senior Securities to be redeemed at their respective last addresses appearing on the Senior Securities Register. If the Senior Securities are not redeemed immediately upon issuance, such notice shall

be given at least 30 days and not more than 60 days before the Redemption Date. If the Senior Securities are to be redeemed immediately upon issuance, such notice shall be set forth in the related Binding Confirmation. Any notice given as provided in this Section shall be conclusively presumed to have been duly given (whether or not the Holder receives such notice) (a) on the date of delivery if delivered personally, or by electronic mail or 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 or by first class mail; *provided*, that failure duly to give such notice by electronic mail, facsimile or mail, or any defect in such notice or in the delivery thereof, to any Holder of Senior Securities designated for redemption shall not affect the validity of the proceedings for the redemption of any other Senior Securities. Notwithstanding the foregoing, if Senior Securities are issued in book-entry form through DTCC or any other similar facility, notice of redemption may be given to the Holders of Senior 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 Securities to be redeemed by such Holder; (3) the redemption price; and (4) the place or places where such Senior Securities are to be surrendered for payment of the redemption price.

(e) Partial Redemption. The Seller may redeem less than all of the outstanding Senior Securities. Subject to the provisions hereof, the Board of Directors (or similar governing body) of the Seller or a duly authorized committee thereof shall have full power and authority to prescribe the terms and conditions upon which Senior Securities shall be redeemed from time to time. If less than the full aggregate principal amount of any Senior Securities is redeemed, the Seller shall issue new Senior Securities in the unredeemed aggregate principal amount thereof without charge to the Holder thereof. Senior 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 Seller, in trust for the *pro rata* benefit of the Holders of the Senior 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 (or similar governing body) of the Seller, so as to be and continue to be available solely therefor, then, notwithstanding that any Senior Securities 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 Securities so called for redemption, the aggregate principal amount of such Senior 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 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 Seller, after which time the Holders of such Senior Securities (or portion thereof so called for redemption) shall look only to the Seller for payment of the redemption price of such Senior Securities.

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

Section 4.11 Voting Rights.

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

(b) Class Voting Rights as to Particular Matters. So long as any Senior Securities are outstanding, in addition to any other vote or consent of shareholders required by law or by the Charter, the vote or consent of the Holders of at least 66 2/3% of the Senior Securities at the time outstanding, voting as a separate class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating:

(i) Amendment of Senior Securities. Any amendment, alteration or repeal of any provision of this Master Purchase Agreement or of the form of the Senior Certificates or the Charter (including, unless no vote on such merger or consolidation is required by Section 4.11(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 Securities; or

(ii) Exchanges, Reclassifications, Mergers and Consolidations. Any consummation of a binding exchange or reclassification involving the Senior Securities, or of a merger or consolidation of the Seller with another corporation or other entity, unless in each case (x) the Senior Securities remain outstanding or, in the case of any such merger or consolidation with respect to which the Seller 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 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 Securities immediately prior to such consummation, taken as a whole.

provided, however, that for all purposes of this Section 4.11(b), any increase in the amount of the Senior Securities, or the creation and issuance of any other Indebtedness of the Seller, or any securities convertible into or exchangeable or exercisable for any Senior Securities, ranking senior to, equally with and/or subordinate to the Senior 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 Seller 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 Securities.

(c) Changes after Provision for Redemption. No vote or consent of the Holders of Senior Securities shall be required pursuant to Section 4.11(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 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 4.10 above.

(d) Procedures for Voting and Consents. The rules and procedures for calling and conducting any meeting of the Holders of Senior 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 similar governing body) of the Seller or any duly authorized committee of the Board of Directors (or similar governing body) of the Seller, in its discretion, may adopt from time to time, which rules and/or procedures shall conform to the requirements of the Charter, the Operating Document, and Applicable Law and the rules of any national securities exchange or other trading facility on which the Senior Securities are listed or traded at the time.

Section 4.12 Computation of Interest on the Senior Securities.

(a) The amount of interest payable for any Interest Period (as defined below) will be computed on the basis of a 360 day year comprised of twelve 30-day months, based on the actual number of days elapsed, and as otherwise provided in the Senior Securities.

(b) Each Senior 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 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, payable on each Interest Payment Date or the Maturity Date, as the case may be. Interest on any Senior Security that is payable, and is punctually paid or duly provided for by the Seller, on any Interest Payment Date shall be paid to the Person in whose name such Senior Security is registered at the close of business on the Record Date for such interest installment.

ARTICLE V

AFFIRMATIVE COVENANTS

Section 5.01 Payment of Principal and Interest on the Senior Securities.

The Seller covenants and agrees for the benefit of the Holders of the Senior Securities that it will duly and punctually pay or cause to be paid in immediately available funds the principal of and interest on the Senior Securities at the respective times and in the manner provided herein. Payment of the principal of and interest on the Senior Securities due on the

Maturity Date will be made by the Seller in immediately available funds against presentation and surrender of the Senior Securities on the Maturity Date. Each installment of interest on the Senior 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 (designated by such Holder no later than the related Record Date) with a financial institution located in the United States.

Section 5.02 Access, Information and Confidentiality.

(a) For as long as any Senior Securities issued hereunder remain issued and outstanding, the Seller shall deliver, or shall cause to be delivered, to the each Holder:

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

(ii) as soon as available after the end of the first, second and third quarterly periods in each fiscal year of the Seller, a copy of any quarterly reports provided to other shareholders of the Seller or its management.

(b) The Purchaser intends, subject to Applicable Law, to hold confidential all confidential information provided to it by or on behalf of the Seller or any of its subsidiaries.

Section 5.03 Executive Compensation; Employ American Workers Act.

Each of the Seller and its subsidiaries shall take all necessary action to ensure that it is in compliance with (i) Section 111 of the EESA, as implemented by the TARP Standards for Compensation and Corporate Governance set forth in 31 C.F.R. Part 30, (ii) the provisions of 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 (iii) in each case (i) and (ii) all rules, regulations and guidance issued thereunder to the extent the same are applicable to the Seller and any other regulation, rule or guidance promulgated by a Governmental Authority, as may be applicable.

Section 5.04 Preservation of Corporate Existence.

For as long as any Senior Securities issued hereunder remain issued and outstanding, the Seller shall preserve and maintain its existence, legal structure, legal name, rights (charter and statutory), permits, licenses, approvals, privileges and franchises; *provided, however*, that the Seller may consummate any merger or consolidation permitted under Section 6.04; and *provided, further*, that the Seller shall not be required to preserve any right, permit, license, approval, privilege or franchise if the Board of Directors (or similar governing body) of the Seller shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Seller and that the loss thereof is not disadvantageous in any material respect to the Seller or the Purchaser.

Section 5.05 Maintenance of Properties.

For as long as any Senior Securities issued hereunder remain issued and outstanding, the Seller shall maintain and preserve all of its properties that are used or useful in the conduct of its business in good working order and condition, ordinary wear and tear excepted.

Section 5.06 Notice of Certain Events.

For as long as any Senior Securities issued hereunder remain issued and outstanding, the Seller shall promptly notify the Purchaser of (i) the occurrence of an Event of Default under the Senior Securities; (ii) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including but not limited to (a) any breach or non-performance of, or any default under, a contractual obligation of the Seller; (b) any dispute, litigation, investigation, proceeding or suspension between the Seller and any Governmental Authority; or (c) the commencement of, or any material development in, any litigation or proceeding affecting the Seller, including any proceeding that could give rise to environmental liability against the Seller; (iii) any material change in accounting policies or financial reporting practices by the Seller; or (iv) the occurrence of an ERISA Event.

Each notice pursuant to this Section 5.06 shall be accompanied by a statement of a duly authorized officer of the Seller setting forth details of the occurrence referred to therein and stating what action the Seller has taken and proposes to take with respect thereto. Each notice pursuant to this Section 5.06 shall describe with particularity any and all provisions of this Master Purchase Agreement that have been breached.

Section 5.07 Cooperation.

Subject to the terms and conditions of this Master Purchase Agreement, the Seller 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 Transaction as promptly as practicable and otherwise to enable consummation of the transactions contemplated hereby and shall use commercially reasonable efforts to cooperate with the Purchaser to that end, including the execution and delivery to the Purchaser such additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Master Purchase Agreement and any Senior Securities issued hereunder.

ARTICLE VI

NEGATIVE COVENANTS

Section 6.01 Restrictions on Dividends and Repurchases of the Senior Securities.

For as long as any Senior Securities issued hereunder remain issued and outstanding:

(a) The Seller may not pay any dividends on any class of its issued and outstanding capital stock or other equity securities without the prior written consent of the Purchaser, except for such dividends paid on an annual basis but solely in an amount consistent with past practice.

The Seller shall not, without the consent of the Purchaser, pay any other dividends or make any other distribution on its capital stock or other equity security.

(b) Prior to the date on which all of the Senior Securities have been paid in full or the Purchaser has transferred all of the Senior Securities to third parties, the Seller shall not, without the consent of the Purchaser, redeem, purchase or acquire any shares of Common Stock or other capital stock or other equity securities of any kind of the Seller, or any trust preferred securities issued by the Seller or any Affiliate of the Seller.

(c) Notwithstanding anything contained in this Section 6.01, without the consent of the Purchaser and for so long as the Senior Securities are outstanding, no dividends may be declared or paid on any shares of capital stock or other equity securities of any kind of the Seller or trust preferred securities issued by the Seller or any Affiliate of the Seller, nor may the Seller purchase, redeem or acquire any shares of Common Stock or capital stock or other equity securities of any kind or trust preferred securities unless all accrued and unpaid interest for all past interest periods on the Senior Securities is paid in full in immediately available funds.

Section 6.02 Change in Nature of Business.

For as long as any Senior Securities issued hereunder remain issued and outstanding, the Seller shall not engage in any material line of business substantially different from those lines of business conducted by the Seller on the date hereof or any business substantially related or incidental thereto.

Section 6.03 Transactions with Affiliates.

For as long as any Senior Securities issued hereunder remain issued and outstanding, the Seller shall not enter into any transaction of any kind with any Affiliate of the Seller, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Seller as would be obtainable by the Seller at the time in a comparable arm's length transaction with a Person other than an Affiliate; *provided*, that the foregoing restriction shall not apply to transactions between or among the Seller and any of its wholly-owned subsidiaries or between and among any wholly-owned subsidiaries.

Section 6.04 Certain Transactions.

For as long as any Senior Securities issued hereunder remain issued and outstanding, the Seller 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 Seller), expressly assumes the due and punctual performance and observance of each and every covenant, agreement and condition contained in this Master Purchase Agreement and any issued and outstanding Senior Securities to be performed and observed by the Seller.

Section 6.05 Embargoed Persons.

For as long as any Senior Securities issued hereunder remain issued and outstanding, none of any Seller's funds or other assets constitute property of, or are beneficially owned,

directly or indirectly, by any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq. (the “Trading With the Enemy Act”), any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) (the “Foreign Assets Control Regulations”) or any enabling legislation or regulations promulgated thereunder or executive order relating thereto (which for the avoidance of doubt shall include but shall not be limited to (i) Executive Order No. 13224, effective as of September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the “Executive Order”) and (ii) the USA PATRIOT Act, with the result that the investment in the Seller (whether directly or indirectly), is prohibited by law or any funds remitted to it hereunder is in violation of law (“Embargoed Person”); (b) no Embargoed Person has any interest of any nature whatsoever in it with the result that the investment in it (whether directly or indirectly), is prohibited by law or any funds remitted to it hereunder is in violation of law; (c) none of its funds have been derived from any unlawful activity with the result that the investment in it (whether directly or indirectly), is prohibited by law or any funds remitted to it hereunder is in violation of law; and (d) neither it nor any of its Affiliates (i) is or will become a “blocked person” as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (ii) engages or will engage in any dealings or transactions, or be otherwise associated, with any such “blocked person.”

ARTICLE VII

REMEDIES WITH RESPECT TO THE PURCHASED SECURITIES

Section 7.01 Repurchase of Purchased Securities.

In the event of a material breach by the Seller of any representation or warranty provided in Section 3.01(a) of this Master Purchase Agreement, the Seller shall immediately repurchase the related Purchased Certificates for an amount equal to (i) the aggregate Purchase Price paid by Purchaser for such Purchased Certificates *plus* (ii) interest accrued thereon since the Settlement Date to the date of repurchase at the current interest rate on such Purchased Certificate *less* (iii) any distributions received by the Purchaser in respect of such Purchased Certificates.

Section 7.02 Indemnification.

(a) In addition to the repurchase remedy set forth in Section 7.01, the Seller shall indemnify the Purchaser and hold it harmless against any Damages resulting from any claim, demand, defense or assertion based on or grounded upon, or resulting from, (i) a breach of the representations and warranties of the Seller contained in Section 3.01(a) of this Master Purchase Agreement, (ii) the Purchased Certificates or (iii) the performance or non-performance of the Seller of its obligations under this Master Purchase Agreement and the related Binding Confirmation, including the failure of the Seller to deliver the Purchased Certificates on any Settlement Date.

(b) Each party shall immediately notify the other if a claim is made by a third party with respect to this Master Purchase Agreement.

(c) If any action is commenced for which indemnification may be available under this Section 7.02 of which an indemnified party has notice, promptly after receipt by such indemnified party under this Section 7.02 of notice of the commencement of such action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 7.02, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify, or any delay in the notification of, the indemnifying party will not relieve the indemnifying party from any liability which it may have to any indemnified party or otherwise under this Section 7.02.

(d) Notwithstanding anything to the contrary contained herein, in no event shall a termination of this Master Purchase Agreement or any Transaction hereunder terminate any indemnification obligations of the Seller under this Master Purchase Agreement or any Binding Confirmation, which obligations shall survive any such termination.

Section 7.03 Failure of Settlement.

If a Transaction fails to be consummated on any Settlement Date due solely to the action or inaction of the Seller (a "Settlement Default"), the Seller shall promptly reimburse the Purchaser for any legal, accounting, diligence or other fees and expenses incurred by the Purchaser in connection with such Transaction, which, at the option of the Purchaser, may include interest accrued on the principal balance of the Purchased Certificates set forth in the related Binding Confirmation from the Trade Date to the prospective Settlement Date (collectively, "Transaction Costs"); *provided*, that amounts payable by the Seller under this Section 7.03 are not intended to constitute liquidated damages and shall not extinguish any other claims or rights of the Purchaser under this Master Purchase Agreement or otherwise. In addition, in the event of a Settlement Default, the Purchaser, at its option, may cancel any other Transaction for which the Trade Date has occurred but the related Settlement Date has not yet occurred, and the Seller shall promptly reimburse the Purchaser for its Transaction Costs relating to such cancelled Transaction.

ARTICLE VIII

EVENTS OF DEFAULT UNDER THE SENIOR SECURITIES; REMEDIES

Section 8.01 Events of Default Under Senior Securities.

For as long as any Senior Securities issued hereunder remain issued and outstanding, an "Event of Default" under the Senior Securities shall mean the occurrence or existence of any one or more of the following:

(a) Payment. Failure to pay any installment or other payment of principal or interest in full in immediately available funds of any of the Senior Securities, when due; or

(b) Default in Other Agreements. (i) The Seller or any subsidiary of the Seller is in default (as principal or as guarantor or other surety) in the payment of any principal of or

premium or make-whole amount or interest on any Indebtedness that is outstanding in an aggregate principal amount of at least \$50,000,000 beyond any period of grace provided with respect thereto, or (ii) the Seller or any subsidiary of the Seller is in default in the performance of or compliance with any term of any evidence of any Indebtedness in an aggregate outstanding principal amount of at least \$50,000,000 or of any mortgage, indenture or other agreement relating thereto or any other condition exists, and as a consequence of such default or condition such Indebtedness has become, or has been declared (or one or more Persons are entitled to declare such Indebtedness to be), due and payable before its stated maturity or before its regularly scheduled dates of payment, or (iii) as a consequence of the occurrence or continuation of any event or condition (other than the passage of time or the right of the holder of Indebtedness to convert such Indebtedness into equity interests), (x) the Seller or any subsidiary of the Seller has become obligated to purchase or repay Indebtedness before its regular maturity or before its regularly scheduled dates of payment in an aggregate outstanding principal amount of at least \$50,000,000, or (y) one or more Persons have the right to require the Seller or any subsidiary of the Seller so to purchase or repay such Indebtedness.

(c) Breach of Certain Provisions. Failure of the Seller to perform or comply with the terms and conditions contained in Section 4.11, Section 6.01 or Section 6.04.

(d) Breach of Warranty. Any representation, warranty, certification or other statement made by the Seller herein or in any statement or certificate at any time given by the Seller in writing pursuant to or in connection with any of this Master Purchase Agreement is false in any material respect on the date made or, if such representation, warranty, certification or other statement relates to a date other than the date as of which made, then as of such date, which in either case could reasonably be expected to result in a Material Adverse Effect; or

(e) Other Defaults Under Transaction Documents. The Seller defaults in the performance of or compliance with any material term contained in this Master Purchase Agreement (other than occurrences described in other provisions of this Section 8.01 for which a different grace or cure period is specified or which constitute immediate Events of Default) and such default is not remedied or waived within thirty (30) days after the earlier of (i) receipt by the Seller of notice of such default from the Majority Holders or (ii) actual knowledge of an executive officer of the Seller of such default; or

(f) Bankruptcy. (i) A court having proper jurisdiction shall enter a decree or order for relief in respect of the Seller in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of the Seller or for any substantial part of its property, or orders the winding-up or liquidation of its affairs and such decree, appointment or order shall remain unstayed and in effect for a period of sixty (60) days; or (ii) the Seller shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Seller or of any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due; or (iii) a court or administrative or governmental agency or body shall enter a decree or order for

the appointment of a receiver of the Seller or a subsidiary of the Seller that (a) is a depository institution and (b) meets the definition of “significant subsidiary” within the meaning of Rule 405 under the Securities Act (a “Major Depository Institution Subsidiary”) or all or substantially all of its property in any liquidation, insolvency or similar proceeding with respect to the Seller or such Major Depository Institution Subsidiary or all or substantially all of its property; or (iv) The Seller or a Major Depository Institution Subsidiary shall consent to the appointment of a receiver 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.

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

(h) Solvency. The Seller ceases to be solvent or admits in writing its present or prospective inability to pay its debts as they become due or is notified that it is considered an institution in “troubled condition” within the meaning of 12 U.S.C. 1831i and the regulations promulgated thereunder; or

(i) Injunction. The Seller is enjoined, restrained or in any way prevented by the order of any court or any administrative or regulatory agency from conducting all or any part of its business for more than thirty (30) days unless such event or circumstance could not reasonably be expected to have a Material Adverse Effect; or

(j) Invalidity of Master Purchase Agreement or Senior Securities. Either this Master Purchase Agreement or any Senior Securities for any reason, other than a partial or full release in accordance with the terms thereof, ceases to be in full force and effect or is declared to be null and void by any court of law having jurisdiction over such matters, or the Seller denies that it has any further liability under this Master Purchase Agreement or any Senior Securities, or gives notice to such effect.

(k) Judgment Default. A final judgment or judgments for the payment of money aggregating in excess of \$50,000,000 are rendered against one or more of the Seller and its subsidiaries and which judgments are not, within 60 days after entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 60 days after the expiration of such stay.

Section 8.02 Acceleration of Senior Securities and Other Remedies Upon Event of Default.

For as long as any Senior Securities issued hereunder remain issued and outstanding, when any Event of Default has occurred and is continuing, then the Senior Securities, including both principal and interest, and all fees, charges and other obligations payable hereunder and under this Master Purchase Agreement or the Senior Securities, 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 them under this Master Purchase Agreement and the Senior Securities or applicable law.

Section 8.03 Suits for Enforcement Under Senior Securities.

For as long as any Senior Securities issued hereunder remain issued and outstanding, in case any one or more Events of Default shall have occurred and be continuing, unless such Events of Default shall have been waived by the Purchaser hereunder, the Majority Holders may proceed to protect and enforce their rights under this Article VIII 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 Securities and the Seller (including its officers and agents) in connection with a breach or enforcement of this Master Purchase Agreement, the Holders of the Senior 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 8.04 Holders of Senior Securities May File Proofs of Claim.

For as long as any Senior Securities issued hereunder remain issued and outstanding, in case there shall be pending proceedings for the bankruptcy or for the reorganization of the Seller or any other obligor on the Senior Securities 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 Seller or a Major Depository Institution Subsidiary of the Seller or such other obligor, or in the case of any other similar judicial proceedings relative to the Seller, Major Depository Institution Subsidiary or other obligor upon the Senior Securities, or to the creditors or property of the Seller, Major Depository Institution Subsidiary or such other obligor, any Holder, irrespective of whether the principal of the Senior 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 8.04, 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 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 the Seller, Major Depository Institution Subsidiary or any other obligor on the Senior Securities, or to the creditors or property of the Seller or such other 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.

ARTICLE IX

TERMINATION

Section 9.01 Termination.

(a) Subject to Section 10.04, this Master Purchase Agreement may be terminated by either party hereto upon delivery of written notice to the other party; *provided, however*, that no provisions hereof shall survive such termination if either (i) no Offer submitted by the Seller in

accordance with the Bid Procedures has been accepted by the Purchaser or (ii) the Seller has never submitted an Offer in accordance with the Bid Procedures.

(b) Subject to Section 10.04, this Master Purchase Agreement may be terminated by the Purchaser with respect to any Transaction for which there is a Settlement Default and, if a Settlement Default occurs, any other Transaction for which the Trade Date has occurred but the related Settlement Date has not yet occurred, in accordance with Section 7.03.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 Amendment; Waiver of Conditions.

(a) No amendment of any provision of this Master Purchase Agreement will be effective unless made in writing and signed by an officer or a duly authorized representative of each party; *provided* that the Purchaser may unilaterally amend any provision of this Master Purchase Agreement to the extent required to comply with any changes after the Signing Date in applicable federal statutes (a “Change in Law Amendment”); *provided, further*, that no Change in Law Amendment shall affect the rights or obligations of the Seller and the Purchaser with respect to any Transaction settled prior to the effective date of such Change in Law Amendment.

(b) Notwithstanding anything in Section 10.01(a) to the contrary, for as long as any Senior Securities issued hereunder remain issued and outstanding, no amendment, modification, termination or waiver with respect to any provision hereof in respect of the Senior 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 Securities; (B) extend any date fixed for any payment of principal or interest; (C) change the definition of the term “Majority Holders” or the percentage of Holders which shall be required for Holders to take any action hereunder; (D) amend or waive this Section 10.01 or the definitions of the terms used in this Section 10.01 insofar as the definitions affect the substance of this Section 10.01; or (E) consent to the assignment, delegation or other transfer by the Seller of any of its rights and obligations under any this Master Purchase Agreement or the Senior Securities.

(c) The Purchaser may, by written notice to the Seller, (i) waive compliance with any of the terms, conditions, representations, warranties or covenants required to be complied with by the Seller under this Master Purchase Agreement or (ii) waive or modify performance of any of the obligations of the Seller under this Master Purchase Agreement. The waiver by the Purchaser of a breach of any provision of this Master Purchase Agreement shall not operate or be construed as a waiver of any other breach or subsequent breach. In the absence of written notice pursuant to this Section 10.01(c), no failure or delay by the Purchaser 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 10.02 Governing Law; Submission to Jurisdiction, Etc.

This Master Purchase Agreement and any Senior Securities issued hereunder will be governed by and construed in accordance with the federal law of the United States if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regards to any otherwise applicable principles of conflicts of laws (other than Section 5-1401 of the New York General Obligations Law). 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 Master Purchase Agreement, the Senior Securities, each Transaction or the transactions contemplated hereby or thereby, and (b) that notice may be served upon (i) the Seller at the address and in the manner set forth for notices to the Seller in Section 10.03 and (ii) the Purchaser 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 Master Purchase Agreement, any Senior Securities, each Transaction or the transactions contemplated hereby or thereby.

Section 10.03 Notices.

Any notice, request, instruction or other document to be given hereunder by any party to the other shall be given either in person or by electronic mail, facsimile, next day courier service or by first class mail, postage prepaid. Any notice given as provided in this Section shall be conclusively presumed to have been duly given (whether or not the party receives such notice) (a) on the date of delivery if delivered personally, or by electronic mail or 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 or by first class mail. All notices to the Seller shall be delivered as set forth on the signature page hereto or pursuant to such other instruction as may be designated in writing by the Seller to the Purchaser. All notices to the Purchaser shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the Purchaser to the Seller.

If to the Purchaser:

United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220
Attention: Chief Counsel, Office of Financial Stability
(OFSCchiefCounselNotices@do.treas.gov)
Attention: Chief Investment Officer, Office of Financial Stability
(OFSCchiefInvestmentOfficer@do.treas.gov)
Attention: Compliance Director, Office of Financial
Stability (TARP.Compliance@do.treas.gov)
Facsimile: 202-927-9219

Section 10.04 Survival.

The representations and warranties of the Seller made herein or in any certificates or documents delivered in connection with Transaction and the remedies under Section 7.01, Section 7.02, Section 7.03 and Section 8.02 hereunder shall survive the consummation (or the failure of such consummation, in the case of the remedy provided in Section 7.03) of such Transaction without limitation.

Section 10.05 Severability of Provisions.

Any part, provision, representation or warranty of this Master Purchase Agreement or of any Senior Securities issued hereunder which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof. Any part, provision, representation or warranty of this Master Purchase Agreement or of any Senior Securities issued hereunder which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof, and any such prohibition or unenforceability in any jurisdiction as to any Purchased Certificate or Senior Security shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Applicable Law, the parties hereto waive any provision of law that prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Master Purchase Agreement or of any Senior Securities issued hereunder shall deprive any party of the economic benefit intended to be conferred by this Master Purchase Agreement or of any Senior Securities issued hereunder, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is nearly as possible the same as the economic effect of this Master Purchase Agreement and any Senior Securities issued hereunder without regard to such invalidity.

Section 10.06 Execution; Successors and Assigns.

This Master Purchase Agreement may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed to be an original; such counterparts, together, shall constitute one and the same agreement. This Master Purchase Agreement shall inure to the benefit of and be binding upon the Seller and the Purchaser and their respective successors and assigns. Notwithstanding anything to the contrary herein, the Seller may not assign this Master Purchase Agreement without the express written consent of the Purchaser.

Section 10.07 Reproduction of Documents.

This Master Purchase Agreement, any Senior Securities issued hereunder and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) documents received by any party at the settlement of any Transaction and (c) financial statements, certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction

shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

Section 10.08 Provision of Information.

From time to time the Purchaser may, in its sole discretion, request such information, reports of other documentation from the Seller reasonably necessary to permit the Purchaser to confirm the accuracy of any information provided by, or any representation or warranty made by, the Seller herein. The Seller shall use its best efforts to provide such information, reports of other documentation to the Seller within five (5) Business Days of receipt of any such request.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned parties to this Master Purchase Agreement has caused this Agreement to be duly executed by one of its duly authorized officers, all as of [INSERT DATE].

UNITED STATES DEPARTMENT OF THE
TREASURY, as Purchaser

By: _____
Name:
Title:

[INSERT NAME OF SELLER], as Seller

By: _____
Name:
Title:

Information for notices to Seller:

[INSERT CONTACT INFORMATION FOR
SELLER]

Annex A-1

BID PROCEDURE

No SBA Pool Assembler shall be eligible to sell SBA Pooled Certificates to the Purchaser unless such SBA Pool Assembler has submitted a duly authorized and executed copy of the master purchase agreement for SBA Pooled Certificates (the “Master Purchase Agreement”) without any revision or modification thereto to the Purchaser and EARNEST Partners LLC, as financial agent for the Purchaser (the “Financial Agent”) and received a countersigned copy of such Master Purchase Agreement from the Purchaser. Once countersigned by the Purchaser, the Master Purchase Agreement shall become effective as of the Signing Date and shall remain effective and govern sales of SBA Pooled Certificates by such SBA Pool Assembler to the Purchaser until terminated in accordance with its terms. All purchases of SBA Pooled Certificates by the Purchaser shall be subject to the terms of the related Master Purchase Agreement in effect with an eligible SBA Pooled Assembler.

In connection with each solicitation for an Offer to sell SBA Pooled Certificates to the Purchaser, the Financial Agent shall post a notice to SBA Pool Assemblers on the Bloomberg system indicating that it is soliciting Offers to purchase SBA Pooled Certificates meeting the terms specified in such notice. Such notice shall not specify the identity of the Purchaser. In response to an offer solicitation, an SBA Pool Assembler shall submit a Microsoft Excel file to the Financial Agent at the time specified in the notice setting forth the information requested by such notice with respect to the SBA Pooled Certificates offered for sale.

If the Purchaser, in consultation with the Financial Agent, determines that an Offer shall be accepted from an eligible SBA Pool Assembler, the Financial Agent shall transmit to such SBA Pool Assembler a firm offer (a “Firm Offer”) setting forth certain information including, but not limited to, the identity of the Purchaser, the Settlement Date, the Purchase Price for the SBA Pooled Certificates and the related Note Issuance Amount. Upon receipt of such Firm Offer, the SBA Pool Assembler may either approve or reject the Firm Offer. If the SBA Pool Assembler approves such Firm Offer, such SBA Pool Assembler (in such capacity, the “Seller”) shall evidence such approval as follows:

- For SBA Pooled Certificates to be settled in a Non-TBA Trade, the Seller shall issue a Purchased Certificates ID Confirmation in accordance with the provisions of the Master Purchase Agreement.
- For SBA Pooled Certificates to be settled in a TBA Trade, the Seller shall either (i) issue a Purchased Certificates ID Confirmation in respect of the TBA Pool (with a “cancel/correct” Purchased Certificates ID Confirmation to be issued at the time the Identified Pool is determined) or (ii) transmit an E-Mail Confirmation to the Purchaser at SBASecuritiesPurchases@do.treas.gov reflecting the terms of the TBA Pool (with a Purchased Certificates ID Confirmation to be issued at the time the Identified Pool is determined), in each case at the Seller’s sole option and in accordance with the provisions of the Master Purchase Agreement.
- For all Senior Securities, the Seller shall either (i) issue one or more Senior Securities ID Confirmations using the ID (Institutional Delivery) System of DTCC or (ii) transmit an E-Mail Confirmation to the Purchaser at

SBA Securities Purchases@do.treas.gov reflecting the terms of the Senior Securities, in each case at the Seller's sole option and in accordance with the provisions of the Master Purchase Agreement.

Each Transaction shall be consummated on the Settlement Date in accordance with the terms of the Master Purchase Agreement and the related Binding Confirmations. Any SBA Pooled Certificates sold to the Purchaser must (a) have been created by the Seller, (b) have been issued on or after July 1, 2008, (c) in the case of Non-TBA Trades, have been continually held by the Seller since the date of their issuance (or held by a lender of the Seller pursuant to a repurchase facility provided to the Seller) and (d) have not been transferred or sold in the secondary market. Any SBA Pooled Certificates sold to the Purchaser that do not meet the foregoing requirements will be subject to repurchase by the Seller in accordance with the Master Purchase Agreement.

With respect to any solicitation for an Offer to sell SBA Pooled Certificates to the Purchaser, the Purchaser, in consultation with the Financial Agent, reserves the right to (i) amend, supplement or withdraw an offer solicitation or any portion thereof at its sole and absolute discretion, (ii) extend the deadline for or timeframe related to an offer solicitation, (iii) accept any offer submitted in accordance with the instructions provided in an offer solicitation, whether or not the lowest offer or (iv) reject any or all offers or portions thereof. In determining an acceptable offer, the Purchaser shall consider the two objectives of each offer solicitation – to provide sufficient liquidity to encourage financial institutions to increase their small business lending and to protect the taxpayers' interest.

Capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Master Purchase Agreement, including Annex A-2 thereto.

Annex A-2

CONFIRMATION PROCEDURE

The Seller shall be obligated to provide notice and confirmation to the Purchaser of each prospective Transaction through either the issuance of ID Confirmations or E-Mail Confirmations, and in accordance with and subject to the related conditions set forth below, as applicable. The procedures set forth below shall govern the issuance and the effect of ID Confirmations and E-Mail Confirmations.

1. ID Confirmations for Non-TBA Trades. With respect to each Non-TBA Trade, on the related Trade Date, the Seller shall generate and issue to the Purchaser a Purchased Certificates ID Confirmation setting forth such Trade Date, the related Settlement Date, the CUSIP number, the quantity of Purchased Certificates subject to the Transaction, the Purchase Price of the Purchased Certificates and the characteristics of the Purchased Certificates (including yield, weighted average coupon (WAC) and weighted average maturity (WAM)).

2. Confirmations for TBA Trades. With respect to the TBA Pool (as defined below) related to a TBA Trade, the Seller shall have the option, in its sole discretion, to send an E-Mail Confirmation or issue a Purchased Certificates ID Confirmation in accordance with paragraphs 2(a) or 2(b) below.

(a) E-Mail Confirmation for TBA Pool and ID Confirmation for Identified Pool. If the Seller elects to use an E-Mail Confirmation, on the related Trade Date, the Seller shall send such E-Mail Confirmation to the Purchaser setting forth the Trade Date, the related Settlement Date, the quantity of Purchased Certificates subject to the Transaction, the Purchase Price of the Purchased Certificates, the characteristics of the Purchased Certificates (including yield, weighted average coupon (WAC) and weighted average maturity (WAM)) that will be delivered on the Settlement Date and the Permitted Delivery Variance (the "TBA Pool"). On the date on which the pool backing the Purchased Certificates is identified by the Seller and substituted for the TBA Pool (the "Identified Pool"), the Seller shall generate and issue to the Purchaser a Purchased Certificates ID Confirmation in respect of the Identified Pool setting forth the CUSIP number for the related Purchased Certificates, the Trade Date, the related Settlement Date, the quantity of Purchased Certificates subject to the Transaction, the Purchase Price of the Purchased Certificates and the final characteristics of the Purchased Certificates (including yield, weighted average coupon (WAC) and weighted average maturity (WAM)).

(b) ID Confirmations for both TBA Pool and Identified Pool. If the Seller elects to use an ID Confirmation, on the related Trade Date, the Seller shall issue to the Purchaser a Purchased Certificates ID Confirmation in respect of the TBA Pool setting forth a "dummy" CUSIP number for the related Purchased Certificates, the Trade Date, the related Settlement Date, the quantity of Purchased Certificates subject to the Transaction, the Purchase Price of the Purchased Certificates, the characteristics of the Purchased Certificates (including yield, weighted average coupon (WAC) and weighted average maturity (WAM)) that will be delivered on the Settlement Date and the Permitted Delivery Variance. On the date on which the Identified Pool is identified, the Seller shall

“cancel/correct” the Purchased Certificates ID Confirmation relating to such TBA Pool and generate and issue to the Purchaser a new Purchased Certificates ID Confirmation in respect of the Identified Pool setting forth the CUSIP number for the related Purchased Certificates, the Trade Date, the related Settlement Date, the quantity of Purchased Certificates subject to the Transaction, the Purchase Price of the Purchased Certificates and the final characteristics of the Purchased Certificates (including yield, weighted average coupon (WAC) and weighted average maturity (WAM)).

(c) Additional Requirement for TBA Pools. Each ID Confirmation in respect of an Identified Pool shall specify (1) the number of the TBA Pool being replaced by the Identified Pool, (2) the Trade Date relating to the TBA Pool being replaced by the Identified Pool and (3) the following statement: “TBA Pool Number [_____] is hereby cancelled and replaced by the Identified Pool with CUSIP Number [_____]. Any previous obligation of the Purchaser in respect of the TBA Pool is hereby cancelled and transferred to the Identified Pool.”

(d) Permitted Delivery Variances. With respect to each TBA Trade, other than with respect to a Permitted Delivery Variance, in the event that the Seller proposes to deliver an Identified Pool whose composition is different in any respect to the parameters specified for the related TBA Pool, the Seller shall notify the Purchaser thereof and the issuance of the Purchased Certificates ID Confirmation in respect of the Identified Pool shall be subject to the consent of the Purchaser and will require an adjustment to the terms of the Transaction, including but not limited to the Purchase Price and the amount of Senior Securities to be issued on such Settlement Date. The consent of the Purchaser shall be given or withheld in the sole discretion of the Purchaser and may be subject to any adjustment to the terms of the Transaction required by the Purchaser and the failure of the Purchaser to consent to such proposed Identified Pool shall not constitute action or inaction on the part of the Purchaser for the purposes of this Master Purchase Agreement, including for the purposes of applying Section 7.03 and Section 9.01(b) of the Master Purchase Agreement.

3. Senior Securities.

(a) E-Mail Confirmations. With respect to each issuance of Senior Securities, on the related Trade Date, if the Senior Securities will be settled through the facilities of the Custodian, the Seller shall send an E-Mail Confirmation to the Purchaser in respect of the Senior Securities to be issued on the related Settlement Date. The “sell” price for such Senior Securities shall be zero dollars and, if such Senior Securities will be redeemed immediately upon issuance, the “buy” price shall be an aggregate principal amount equal to the related Note Issuance Amount.

(b) ID Confirmations. If the Seller elects to settle the Senior Securities using the ID (Institutional Delivery) System of DTCC, the Seller shall generate and issue to the Purchaser a Senior Securities ID Confirmation in respect of the Senior Securities to be issued on the related Settlement Date, which shall set forth a “dummy” CUSIP number for the related Senior Securities, shall specify that the Senior Securities are “ineligible securities” for purposes of DTCC and a “sell” price of zero dollars. In the event that the Seller elects to immediately redeem the Senior Securities upon issuance, the Seller shall

generate and issue to the Purchaser a Senior Securities ID Confirmation in respect of the Senior Securities to be redeemed, which Senior Securities ID Confirmation shall specify a “buy” price in an aggregate principal amount equal to the related Note Issuance Amount.

(c) Net Settlement. In the event that the Seller elects to immediately redeem the Senior Securities upon issuance on the Settlement Date, such redemption shall be settled by wire transfer of the Net Settlement Amount to the Purchaser’s account (maintained through its Financial Agent).

4. Superseding Confirmations. With respect to each TBA Trade, the Purchased Certificates ID Confirmation issued in respect of the Identified Pool shall supersede the Purchased Certificates ID Confirmation issued or E-Mail Confirmation transmitted in respect of the TBA Pool in all respects (a “Superseding ID Confirmation”). With respect to any ID Confirmation or E-Mail Confirmation issued with incorrect information not reflecting the terms of the Transaction, the Seller shall “cancel/correct” such ID Confirmation(s) and issue a corrected ID Confirmation(s) or shall transmit a corrected E-Mail Confirmation, as applicable, which shall supersede the original ID Confirmation or E-Mail Confirmation in all respects (also, a “Superseding ID Confirmation”).

5. Effect of ID Confirmations and E-Mail Confirmations. A Binding Confirmation, together with the Master Purchase Agreement, shall constitute conclusive evidence and notice of the terms agreed to by the parties with respect to each Transaction to which such Binding Confirmation relates. The issuance of a Binding Confirmation shall obligate the Seller to deliver to the Purchaser on the Settlement Date the Purchased Certificates or the Senior Securities, as applicable, in respect of which such Binding Confirmation was issued. Upon the issuance of the related ID Confirmations and E-Mail Confirmations on each Trade Date, the Seller shall be deemed to have made the representations and warranties set forth in Section 3.01(a) of the Master Purchase Agreement on such Trade Date and upon consummation of the sale of the Purchased Certificates on the Settlement Date, shall be deemed to make such representations and warranties on the related Settlement Date.

For the purposes of this Confirmation Procedure and the Master Purchase Agreement, the following words and phrases, unless the content otherwise requires, shall have the following meanings:

Binding Confirmation: With respect to each Transaction, the ID Confirmations and E-Mail Confirmations issued by the Seller to the Purchaser in respect thereof on the Trade Date or, if any such ID Confirmation or E-Mail Confirmation has been superseded by a Superseding Confirmation, such Superseding Confirmation.

E-Mail Confirmation: With respect to any TBA Pool or any Senior Securities settled through the facilities of the Custodian, an e-mail sent by a known authorized representative of the Seller and originating from an official e-mail address of the Seller or from a Bloomberg terminal of the Seller and delivered to SBASecuritiesPurchases@do.treas.gov, setting forth certain information with respect to the Senior Securities to be purchased by the Purchaser on the related Settlement Date.

Each E-Mail Confirmation must (i) be identified by labeling the subject line “E-Mail Confirmation pursuant to Master Purchase Agreement between U.S. Department of the Treasury and [NAME OF SELLER]” and (ii) include the following statement: “The Seller hereby acknowledges that the information provided in this E-Mail Confirmation is required under and is part of the Master Purchase Agreement between U.S. Department of the Treasury and [NAME OF SELLER] and shall be binding on the Seller hereunder.”

ID Confirmation: With respect to any Trade Date and the related Settlement Date, the related Purchased Certificates ID Confirmation and, if applicable, the related Senior Securities ID Confirmation.

Identified Pool: The meaning specified in paragraph 2 of this Confirmation Procedure.

Net Settlement Amount: With respect to the immediate redemption of the Senior Securities on any Settlement Date, the net proceeds of the “buy” and “sell” transactions related thereto.

Permitted Delivery Variance: With respect to any TBA Trade, the dollar amount difference in the principal balance of the Purchased Certificates as set forth on the Binding Confirmation for such Purchased Certificates and the principal balance of the Purchased Certificates delivered on the Settlement Date, not to exceed a specified percentage agreed to by the Seller and the Purchaser and identified in the related E-Mail Confirmation or ID Confirmation.

Purchased Certificates ID Confirmation: An electronic communication generated by the Seller setting forth certain information with respect to the Purchased Certificates to be purchased by the Purchaser on the related Settlement Date.

Senior Securities ID Confirmation: With respect to any Senior Security at the option of the Seller, an electronic communication generated by the Seller using the ID (Institutional Delivery) System of DTCC setting forth certain information with respect to the Senior Securities to be purchased by the Purchaser on the related Settlement Date.

Superseding Confirmation: The meaning specified in paragraph 4 of this Confirmation Procedure.

TBA Pool: The meaning specified in paragraph 2 of this Confirmation Procedure.

All other capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Master Purchase Agreement.

Annex B

FORM OF SENIOR SECURITIES

(FORM OF FACE OF NOTE)

“THIS SENIOR SECURITY WILL BE ISSUED AND MAY BE TRANSFERRED ONLY IN MINIMUM DENOMINATIONS OF \$1,000 AND MULTIPLES OF \$1 IN EXCESS THEREOF. ANY ATTEMPTED TRANSFER OF SUCH SECURITIES IN A DENOMINATION OF LESS THAN \$1,000 AND MULTIPLES OF \$1 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 MASTER PURCHASE AGREEMENT BY AND BETWEEN THE SELLER AND THE UNITED STATES DEPARTMENT OF THE TREASURY (THE “MASTER PURCHASE AGREEMENT”), WHICH IS INCORPORATED INTO THIS NOTE.

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 SELLER 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 MASTER PURCHASE AGREEMENT BETWEEN THE SELLER AND THE PURCHASER REFERRED TO THEREIN, A COPY OF WHICH IS ON FILE WITH THE SELLER. THIS SECURITY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID MASTER PURCHASE AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID MASTER PURCHASE AGREEMENT WILL BE VOID.”

[NAME OF SELLER]

CUSIP No. _____

\$

9.0% SENIOR SECURITY DUE []

[Seller], a [State] [corporation][limited liability company][partnership] (the “*Seller*,” 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 _____, [] (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 Security Due [] (this “*Senior Security*”) 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, or if such day is not a Business Day, the next succeeding Business Day (each such date, an “*Interest Payment Date*”), commencing on _____, at the rate of 9.0% per annum (such interest rate, the “*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, based on the actual number of days elapsed.

This Senior Security is one of the Senior Securities referred to in the Master Purchase Agreement, dated as of _____ (as amended, modified or restated from time to time, the “*Master Purchase Agreement*”), by and between the Seller and the United States Department of the Treasury, as the initial Purchaser (the “*Purchaser*”). Capitalized terms used in this Senior Security are defined in the Master Purchase Agreement, unless otherwise expressly stated herein. The Senior Security is entitled to the benefits of the Master Purchase 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 Security may be redeemed, in whole or in part, in accordance with the terms and conditions set forth in the Master Purchase 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 Security is registered at the close of business on the 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 "Record Date").

If an Interest Payment Date or the Maturity Date falls on a day that is not a "business day" (as defined in the Master Purchase 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 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 Security shall be payable upon surrender hereof and interest on this Senior Security shall be payable at the office or agency of the Seller 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 Seller to the Holders of this Senior Security entitled thereto as shown on the Senior Security 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 Record Date.

The provisions of this Senior 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 Seller has caused this instrument to be duly executed this _____ day of _____.

[NAME OF SELLER]

By: _____

Name:

Title:

Attest:

By: _____

Name:

Title:

(FORM OF REVERSE OF NOTE)

This Senior Security is one of the Senior Securities of the Seller (herein sometimes referred to as the “Senior Securities”), issued or to be issued under and pursuant to a Master Purchase Agreement, dated as of _____ (as amended, modified or restated from time to time, the “Master Purchase Agreement”), by and between the Seller and the United States Department of the Treasury, as the initial Purchaser (the “Purchaser”), to which Master Purchase Agreement reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of Seller and the Holders of the Senior Securities. This Senior Security is a single series note with a face value in aggregate principal amount as set forth on the front of this Senior Security.

Defaults and Remedies

If an Event of Default as provided for under Section 3.03 of the Master Purchase Agreement occurs, then the principal of, interest accrued on, and other obligations payable under this Senior Security and the Master Purchase Agreement, will immediately become due and payable. In addition, the Holders may exercise any and all remedies available to them under the Master Purchase Agreement and the Senior Securities or applicable law.

Amendment and Waiver

No amendment, modification, termination or waiver of any provision of the Master Purchase Agreement or the Senior Securities, or consent to any departure by the Seller therefrom, shall be effective unless made in writing and signed by an officer or a duly authorized representative of the Seller and the Majority Holders; *provided* that the Purchaser may unilaterally amend any provision of the Master Purchase Agreement to the extent required to comply with any changes after the Trade Date in applicable federal statutes; *provided further* that no amendment, modification, termination or waiver with respect to the Senior 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 Note; (B) extend any date fixed for any payment of principal or interest; (C) change the definition of the term “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 Seller of any of its rights and obligations under the Master Purchase Agreement or the Senior Securities.

Any such consent or waiver by the Holder of this Senior Security shall be conclusive and binding upon such Holder and upon all future Holders of this Senior Security and of any Senior 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 Security. No reference herein to the Master Purchase Agreement and no provision of this Senior Security or of the Master Purchase Agreement shall alter or impair the obligation of the Seller, which is absolute and unconditional, to pay the principal of and interest on this Senior 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 Seller's ability to declare and pay dividends and purchase or acquire shares of Common Stock, other equity securities, trust preferred securities or any Senior Security is limited by the terms of the Master Purchase Agreement. The Seller's ability to redeem this Senior Security is limited by the terms of the Master Purchase Agreement.

Denominations; Transfer; Exchange

The Senior Securities are issuable only in registered form without coupons in minimum denominations of \$1,000 and integral multiples of \$1 in excess thereof. As provided in the Master Purchase Agreement, this Senior Security is transferable by the Holder hereof on the Senior Security Register maintained by the Seller or its agent, upon surrender of this Senior Security for registration of transfer at the office or agency of the Seller or its agent, accompanied by a written instrument or instruments of transfer in form satisfactory to the Seller duly executed by the Holder hereof or his or her attorney duly authorized in writing, and thereupon one or more new Senior 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 Seller 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 Security, the Seller and any agent thereof may deem and treat the Holder hereof as the absolute owner hereof (whether or not this Senior 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 Master Purchase Agreement) interest due hereon and for all other purposes, and none of the Seller 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 Security, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Master Purchase Agreement, against any incorporator, shareholder, employee, officer or director, as such, past, present or future, as such, of the Seller 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 MASTER PURCHASE AGREEMENT AND THIS SENIOR SECURITY SHALL EACH BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE FEDERAL LAWS 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, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE CONFLICT OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

Abbreviations

The following abbreviations, when used in the inscription on the face of this Senior 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 entirety

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 Security to:

(Assignee’s social security or tax identification number)

(Address and zip code of assignee)

and irrevocably appoints _____ agent to transfer this Senior Security on the books of the Seller. 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 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 C

FORM OF CROSS RECEIPT

[DATE]

Note: Execution and delivery of a cross receipt by the Seller is optional.

Reference is made to the Master Purchase Agreement for SBA Pooled Certificates and Senior Securities Issued by SBA Pool Assemblers dated as of [DATE] (the “Master Purchase Agreement”), by and between the United States Department of the Treasury (the “Purchaser”) and [NAME OF SELLER] (the “Seller”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Master Purchase Agreement.

[The Seller and the Purchaser hereby agree that the Settlement Date for the Transaction is occurring before the publication of the Factor for the month in which such Settlement Date occurs. The Seller and the Purchaser hereby agree that the Factor for the prior calendar month will be used to calculate settlement amounts on the Settlement Date. Not later than five Business Days after the Factor for the month in which the Settlement Date occurs is available, the Seller and the Purchaser shall execute and deliver a new cross receipt in respect of the Transaction providing for a true-up of the Purchase Price and the Note Issuance Amount]. *[To be inserted if Settlement Date occurs before the Factor for the month of the Settlement Date is published]*

1. In connection with the settlement of the Transaction occurring on [SETTLEMENT DATE] (the “Settlement Date”), the Seller hereby acknowledges that pursuant to the Master Purchase Agreement and the Purchased Certificates ID Confirmation issued in connection with such Transaction, it is selling Purchased Certificates to the Purchaser in an aggregate principal amount equal to \$[PRINCIPAL BALANCE OF PURCHASED CERTIFICATES]. The Purchase Price for such Purchased Certificates is \$[PURCHASE PRICE].

2. In connection with the settlement of the Transaction occurring on the Settlement Date, the Seller hereby acknowledges that pursuant to the Master Purchase Agreement and the Senior Securities ID Confirmation issued in connection with such Transaction and as required under §113 of the Emergency Economic Stabilization Act of 2008, as amended, the Seller has issued a Senior Security to the Purchaser in an aggregate principal amount equal to the Note Issuance Amount of \$[AMOUNT]. [The Seller has elected to redeem, immediately upon issuance, such Senior Security, resulting in its immediate cancellation.] *[To be inserted if Seller will redeem Senior Security immediately upon issuance]*

[3. [Proceeds to the Seller in respect of the Transaction contemplated by the Master Purchase Agreement and the related Binding ID Confirmations as of the Settlement Date are \$[AMOUNT] in respect of the Purchase Price for the Purchased Certificates (the “Proceeds”).] *[To be inserted if Senior Security will remain outstanding after settlement]*

[3. Proceeds to the Seller in respect of the that portion of the Transaction contemplated by the Master Purchase Agreement and the related Purchased Certificates ID

Confirmations as of the Settlement Date are \$[AMOUNT] in respect of the Purchase Price for the Purchased Certificates (the “Seller Proceeds”). Proceeds to the Purchaser in respect of that portion of the Transaction contemplated by the Master Purchase Agreement and the related Senior Securities ID Confirmations as of the Settlement Date are \$[AMOUNT] in respect of the redemption and cancellation of the Senior Security as of the date hereof (the “Purchaser Proceeds”).] *[To be inserted if Seller will redeem Senior Security immediately upon issuance]*

4. The Seller hereby acknowledges that (a) as of the Settlement Date, the representations and warranties set forth in Section 3.01(a) of the Master Purchase Agreement are true and correct and (b) it shall be bound by its covenants and the remedies available to the Purchaser against it set forth in the Master Purchase Agreement.

[5. The Seller hereby acknowledges receipt from the Purchaser of payment in immediately available funds of the Proceeds, representing payment in full in respect of the Transaction contemplated by the Master Purchase Agreement and the related Binding ID Confirmations.] *[To be inserted if Senior Security will remain outstanding after settlement]*

5. [The Seller hereby acknowledges receipt from the Purchaser of payment in immediately available funds of the Seller Proceeds, representing payment in full in respect of the that portion of the Transaction contemplated by the Master Purchase Agreement and the related Purchased Certificates ID Confirmations.] *[To be inserted if Seller will redeem Senior Security immediately upon issuance]*

[NAME OF SELLER], as Seller

By: _____

Name:

Title:

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[The Purchaser hereby acknowledges receipt from the Seller of the Purchased Certificates and the Senior Security, in each case in accordance with the terms of the Master Purchase Agreement and the related Binding ID Confirmations for the Transaction settling as of the Settlement Date.] *[To be inserted if Senior Security will remain outstanding after settlement]*

[The Purchaser hereby acknowledges receipt from the Seller of the Purchased Certificates and the redemption upon issuance of the Senior Security, in each case in accordance with the terms of the Master Purchase Agreement and the related Binding ID Confirmations for the Transaction settling as of the Settlement Date. In connection with such redemption, the Purchaser hereby acknowledges receipt from the Seller of payment in immediately available funds of the Purchaser Proceeds, representing payment in full in respect of the that portion of the Transaction contemplated by the Master Purchase Agreement and the related Senior Securities ID Confirmations.] *[To be inserted if Seller will redeem Senior Security immediately upon issuance]*

UNITED STATES DEPARTMENT OF THE
TREASURY, as Purchaser

By: _____
Name:
Title:

Annex D

FORM OF OPINION

(a) The Seller has been duly [incorporated] [formed] and is validly existing as a [corporation] [limited liability company] [partnership] in good standing under the laws of the jurisdiction of its [incorporation] [formation].

(b) The Senior Securities have been duly and validly authorized, and, when executed and delivered pursuant to the Master Purchase Agreement, the Senior Securities will be the legal, valid and binding obligations of the Seller, enforceable in accordance with their 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, and will rank senior to Common Stock.

(c) The Seller has the corporate power and authority to execute and deliver the Master Purchase Agreement and to carry out its obligations thereunder (which includes the issuance of the Senior Securities).

(d) The execution, delivery and performance by the Seller of the Master Purchase Agreement and the consummation of the transactions contemplated thereby have been duly authorized by all necessary corporate action on the part of the Seller and its shareholders, and no further approval or authorization is required on the part of the Seller.

(e) The Master Purchase Agreement is a legal, valid and binding obligation of the Seller enforceable against the Seller 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.