(CDLF)

SMALL BUSINESS LENDING FUND – SECURITIES PURCHASE AGREEMENT

Name of Company	*SBLF No.*
Street Address for Notices	*Organizational Form (e.g., non-stock corporation)*
City *State* *Zip Code*	*Jurisdiction of Organization*
Name of Contact Person to Receive Notices	
Fax Number for Notices / *Phone Number for Notices*	*Effective Date*

THIS SECURITIES PURCHASE AGREEMENT (the "*Agreement*") is made as of the Effective Date set forth above (the "*Signing Date*") between the Secretary of the Treasury ("*Treasury*") and the Company named above (the "*Company*"), an entity existing under the laws of the Jurisdiction of Organization stated above in the Organizational Form stated above. The Company has elected to participate in Treasury's Small Business Lending Fund program ("*SBLF*"). This Agreement contains the terms and conditions on which the Company intends to issue certain equity equivalent unsecured subordinated securities to Treasury, which Treasury will purchase using funds appropriated under SBLF.

This Agreement consists of the following attached parts, all of which together constitute the entire agreement of Treasury and the Company (the "*Parties*") with respect to the subject matter hereof, superseding all prior written and oral agreements and understandings between the Parties with respect to such subject matter:

Annex A: Information Specific to the Company and the Investment
Annex B: Definitions
Annex C: General Terms and Conditions
Annex D: Disclosure Schedule
Annex E: Form of EQ2 Security
Annex F: Form of Officer's Certificate
Annex G: Form of Supplemental Reports
Annex H: Form of Annual Certification
Annex I: Form of Opinion

This Agreement may be executed in any number of counterparts, each being deemed to be an original instrument, and all of which will together constitute the same agreement. Executed signature pages to this Agreement may be delivered by facsimile or electronic mail attachment.

[*Signatures follow*]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the Effective Date.

THE SECRETARY OF THE TREASURY	[INSERT COMPANY NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ANNEX A
INFORMATION SPECIFIC TO THE COMPANY AND THE INVESTMENT

Purchase Information

Terms of the Purchase:

Original Aggregate Principal Amount of EQ2 Securities in the form of Annex E purchased:

Interest Payment Dates: Payable quarterly in arrears on January 1, April 1, July 1 and October 1 of each year.

Purchase Price:

Closing:

Location of Closing:

Time of Closing:

Date of Closing:

ANNEX B
DEFINITIONS

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

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

"Bylaws" means the bylaws of the Company, as they may be amended from time to time.

"*Charter*" means the Company's certificate or articles of incorporation, articles of association, or similar organizational document.

"*Company Material Adverse Effect*" means a material adverse effect on (i) the business, results of operation or condition (financial or otherwise) of the Company and the Consolidated Affiliates taken as a whole; *provided*, *however*, that Company Material Adverse Effect shall not be deemed to include the effects of (A) changes after the Signing Date in general business, economic or market conditions (including changes generally in prevailing interest rates, credit availability and liquidity, currency exchange rates and price levels or trading volumes in the United States or foreign securities or credit markets), or any outbreak or escalation of hostilities, declared or undeclared acts of war or terrorism, in each case generally affecting the industries in which the Company and the Consolidated Affiliates operate, (B) changes or proposed changes after the Signing Date in GAAP, or authoritative interpretations thereof, or (C) changes or proposed changes after the Signing Date in securities, banking and other laws of general applicability or related policies or interpretations of Governmental Entities (in the case of each of these clauses (A), (B) and (C), other than changes or occurrences to the extent that such changes or occurrences have or would reasonably be expected to have a materially disproportionate adverse effect on the Company and Consolidated Affiliates and taken as a whole relative to comparable U.S. banking or financial services organizations); or (ii) the ability of the Company to consummate the Purchase and other transactions contemplated by this Agreement and perform its obligations hereunder and under the EQ2 Securities on a timely basis and declare and pay interest on the Interest Payment Dates set forth in the EQ2 Securities.

"*Company Subsidiary*" means a subsidiary of the Company.

"Consolidated Affiliates" means the Affiliates of the Company with which the Company is consolidated for financial reporting purposes.

"*Disclosure Schedule"* means that certain schedule to this Agreement delivered to Treasury on or prior to the Signing Date, setting forth, among other things, items the disclosure of which is necessary or appropriate in response to an express disclosure requirement contained in a provision hereof. The Disclosure Schedule is contained in Annex D of this Agreement.

"*EQ2 Security*" and "*EQ2 Securities*" mean the unsecured EQ2 Securities issued pursuant to this Agreement that do not constitute a class of stock or represent any equity ownership in the Company, but which have attributes of equity capital. Each debenture representing a EQ2 Security shall be expressed in a principal amount that is a multiple of $1,000.

"*Equity Equivalent*" means unsecured subordinated loan capital that has attributes of corporate stock but does not constitute a class of stock or represent equity ownership in its issuer.

"*Executive Officers*" means the Company's "executive officers" as defined in 12 C.F.R. § 215.2(e)(1) (regardless of whether or not such regulation is applicable to the Company).

"*GAAP*" means generally accepted accounting principles in the United States.

"*General Terms and Conditions*" and "*General T&C*" each mean Annex C of this Agreement.

"*Holder*" means a holder of EQ2 Securities.

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

"*Junior Equity Equivalent*" means any other Equity Equivalent issued by the Company, the terms of which expressly provide that it ranks junior to the EQ2 Securities as to interest and redemption rights.

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

"*Oversight Officials*" means, interchangeably and collectively as context requires, the Special Deputy Inspector General for SBLF Program Oversight, the Inspector General of the Department of the Treasury, and the Comptroller General of the United States.

"*Person*" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company or trust.

"*Previously Disclosed*" means information set forth on the Disclosure Schedule or the Disclosure Update, as applicable; *provided*, *however*, that disclosure in any section of such Disclosure Schedule or Disclosure Update, as applicable, shall apply only to the indicated section of this Agreement; *provided*, *further*, that the existence of Previously Disclosed information, pursuant to a Disclosure Update, shall neither obligate Treasury to consummate the Purchase nor limit or affect any rights of or remedies available to Treasury.

"*Publicly-traded*" means a company that (i) has a class of securities that is traded on a national securities exchange and (ii) is required to file periodic reports with the Securities and Exchange Commission.

"*Purchase*" means the purchase of the EQ2 Securities by Treasury from the Company pursuant to this Agreement.

"*SBJA*" means the Small Business Jobs Act of 2010, as it may be amended from time to time.

"*Senior Indebtedness*" means, with respect to the EQ2 Securities, the principal of (and premium, if any) and interest, if any (including interest accruing on or after the appointment of a receiver or conservator, or the filing of any petition in bankruptcy or for reorganization, or the filing of any petition in bankruptcy or for reorganization, relating to the Company, whether or not such claim for post appointment or post petition interest is allowed in such proceedings), on all Indebtedness, whether outstanding on the date of execution of this Agreement, or hereafter created, assumed or incurred, and any deferrals, renewals or extensions of such Indebtedness; provided, however, that Senior Indebtedness shall not include any (A) Equity Equivalents, Junior Equity Equivalents or any other subordinated debt of the Company that by its terms ranks *pari passu* or junior to the EQ2 Securities issued hereunder or (B) any obligation to holders of shares of equity in the Company arising as a result of their status as holders of such shares of equity.

"*Supplemental Report*" means, interchangeably and collectively as context requires, the Initial Supplemental Report and the Quarterly Supplement Reports.

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

"*Transaction Documents*" means this Agreement, the EQ2 Securities, and all other instruments, documents and agreements executed by or on behalf of the Company and delivered concurrently herewith or at any time hereafter to or for the benefit of any holder of any EQ2 Security in connection with the transactions contemplated by this Agreement, all as amended, supplemented or modified from time to time.

2. Index of Definitions. The following table, which is provided solely for convenience of reference and shall not affect the interpretation of this Agreement, identifies the location where capitalized terms are defined in this Agreement:

Term	Location of Definition
Affiliate	Annex B, §1
Agreement	Cover Page
Bank Holding Company	General T&C, §2.3(b)
Bankruptcy Exceptions	General T&C, §2.4
Board of Directors	General T&C, §2.9(b)
Business Combination	General T&C, §7.8
business day	General T&C, §7.12
Bylaws	Annex B, §1
Capitalization Date	General T&C, §2.2
CDFI	General T&C, §2.3(a)
CDFI Fund	General T&C, §2.3(a)
CDFI Regulations	General T&C, §2.3(a)
Closing	General T&C, §1.2(a)
Closing Date	General T&C, §1.2(a)
Closing Deadline	General T&C, §7.1(a)(i)
Code	General T&C, §2.14
Common Stock	General T&C, §2.2
Company	Cover Page
Company Financial Statements	General T&C, §1.3(h)(ii)
Company Material Adverse Effect	Annex B, §1
Company Parent	General T&C, §2.15(b)(ii)
Company Reports	General T&C, §2.9(a)
Company Subsidiary	Annex B, §1
Consolidated Affiliates	Annex B, §1
control; controlled by; under common control with;	Annex B, §1
Controlled Group	General T&C, § 2.14
Determination Letter	General T&C, §2.15(b)
Disclosure Schedule	Annex B, §1
Disclosure Update	General T&C, §1.3(g)
EQ2 Security(ies)	Annex B, §1
EQ2 Securities Register	General T&C, §5.6(a)
Equity Equivalent	Annex B, §1
ERISA	General T&C, §2.14
Event of Default	General T&C, §4.1
Exchange Act	General T&C, §5.6(f)

ANNEX C
GENERAL TERMS AND CONDITIONS

CONTENTS OF GENERAL TERMS AND CONDITIONS

ARTICLE I
PURCHASE; CLOSING

1.1 Purchase. On the terms and subject to the conditions set forth in this Agreement, the Company agrees to sell to Treasury, and Treasury agrees to purchase from the Company, at the Closing, the EQ2 Securities for the aggregate price set forth on Annex A (the "*Purchase Price*").

1.2 Closing.

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

(b) Subject to the fulfillment or waiver of the conditions to the Closing in Section 1.3, at the Closing the Company will deliver the EQ2 Securities as evidenced by one or more certificates dated the Closing Date and bearing appropriate legends as hereinafter provided for, in exchange for payment in full of the Purchase Price by Treasury by wire transfer of immediately available United States funds to a bank account designated by the Company in the Initial Supplemental Report.

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

(a) (i) any approvals or authorizations of all United States federal, state, local, foreign and other governmental, regulatory or judicial authorities (collectively, "*Governmental Entities*") required for the consummation of the Purchase shall have been obtained or made in form and substance reasonably satisfactory to each party and shall be in full force and effect and all waiting periods required by United States and other applicable law, if any, shall have expired; and (ii) no provision of any applicable United States or other law and no judgment, injunction, order or decree of any Governmental Entity shall prohibit the purchase and sale of the EQ2 Securities as contemplated by this Agreement;

(b) (i) the representations and warranties of the Company set forth in (A) Sections 2.3, 2.7, 2.15 and 2.24 shall be true and correct in all respects as though made on and as of the Closing Date; (B) Sections 2.1, 2.2, 2.4, 2.5, 2.6, 2.21, 2.22 and 2.23 shall be true and correct in all material respects as though made on and as of the Closing Date (other than representations and warranties that by their terms speak as of another date, which representations and warranties shall be true and correct in all material respects as of such other date); and (C) Sections 2.8 through 2.14 and Sections 2.16 through 2.20 (disregarding all qualifications or limitations set forth in such representations and warranties as to "materiality", "Company Material Adverse Effect" and words of similar import) shall be true and correct as though made on and as of the Closing Date (other than representations and warranties that by their terms speak as of another date, which representations and warranties shall be true and correct as of such other

date), except to the extent that the failure of such representations and warranties referred to in this Section 1.3(b)(i)(C) to be so true and correct, individually or in the aggregate, does not have and would not reasonably be expected to have a Company Material Adverse Effect; and (ii) the Company shall have performed in all respects all obligations required to be performed by it under this Agreement at or prior to the Closing;

(c) the Company shall have delivered to Treasury a certificate signed on behalf of the Company by an Executive Officer certifying to the effect that the conditions set forth in Section 1.3(b) have been satisfied, in substantially the form of Annex F;

(d) the Company shall have delivered to Treasury true, complete and correct certified copies of the Charter and the Bylaws;

(e) the Company shall have delivered to Treasury a written opinion from counsel to the Company (which may be internal counsel), addressed to Treasury and dated as of the Closing Date, in substantially the form of Annex I;

(f) the Company shall have delivered physical certificated debentures in proper form evidencing the EQ2 Securities to Treasury or its designee(s);

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

(h) on or prior to the Signing Date:

(i) (A) if the Company's most recent fiscal year end occurred on or prior to March 31, 2011, the Company shall have delivered to Treasury (1) the audited consolidated financial statements of the Company and the Consolidated Affiliates for each of the last three completed fiscal years of the Company, including an unqualified audit opinion for the most recent fiscal year, and (2) a copy of the Company's unaudited financial statements for the quarterly periods ended during the current fiscal year ; or (B) if the Company's most recent fiscal year end occurred after March 31, 2011, the Company shall have delivered to Treasury (1) the audited consolidated financial statements of the Company and the Consolidated Affiliates for each of the fiscal years of the Company completed in 2009 and 2010, including an unqualified audit opinion for the fiscal year completed in 2010, and (2) copies of the Company's unaudited financial statements for the most recently completed fiscal year of the Company and the quarterly periods ended during the current fiscal year ; and

(ii) the Company shall have complied with all of Treasury's requests for additional information and third party review and/or attestation with respect to such internally-prepared, unaudited financial statements (the financial statements delivered by the

Company pursuant to clause (i)(A) or (B) of this Section 1.3(h) are herein called the "*Company Financial Statements*").

(i) prior to the Signing Date, the Company shall have delivered to Treasury a true and correct copy of (i) the Determination Letter or Ruling; and (ii) the Certification of Material Events Form as designated by the CDFI Fund;

(j) the Company shall have delivered to Treasury, not later than five (5) business days prior to the Closing Date, a certificate (the "*Initial Supplemental Report*") in substantially the form attached hereto as Annex G setting forth a complete and accurate statement of loans held by the Company in each of the categories described therein, for the time periods specified therein, including a signed certification of the Chief Executive Officer and the Chief Financial Officer of the Company that such certificate (including, without limitation, the "Initial Baseline Calculation", the "Initial Adjusted Baseline Calculation", the "Change in Qualified CDLF Small Business Lending Calculation" and the "June 30, 2011 Ratio Calculations" included therein) (x) has been prepared in conformance with the instructions issued by Treasury and (y) is true and correct to the best of their knowledge and belief;

(k) the Company shall have delivered to Treasury not later than five (5) business days prior to the Closing Date, the first Quarterly Supplemental Report as required pursuant to, and in compliance with, the provisions of Section 3.1(d) hereof, in substantially the form attached hereto as Annex G (including an "Adjusted Baseline Calculation and the "Small Business Lending report numbers" for the quarter ended June 30, 2011); and

(l) prior to the Signing Date, the Company shall have delivered to Treasury a small business lending plan describing how the Company's business strategy and operating goals will allow it to address the needs of small businesses in the area it serves, as well as a plan to provide linguistically and culturally appropriate outreach, where appropriate.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

The Company represents and warrants to Treasury that as of the Signing Date and as of the Closing Date (or such other date specified herein):

2.1 Organization, Authority and Significant Subsidiaries. The Company has been duly incorporated and is validly existing and in good standing under the laws of its jurisdiction of organization, with the necessary power and authority to own, operate and lease its properties and conduct its business as it is being currently conducted, and except as has not, individually or in the aggregate, had and would not reasonably be expected to have a Company Material Adverse Effect, 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; each subsidiary of the Company that would be considered a "significant subsidiary" within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act of 1933 (the "*Securities Act*"), has been duly organized and is validly existing in good standing under the laws of its jurisdiction of organization. The Charter and the Bylaws, copies of which have been provided to Treasury prior to the Signing

Date, are true, complete and correct copies of such documents as in full force and effect as of the Signing Date and as of the Closing Date.

2.2 Capitalization. The Company's capitalization, as of the most recent fiscal month-end preceding the Signing Date (the "*Capitalization Date"*) is set forth on Part 2.2 of the Disclosure Schedule (unless the Company is a non-stock or other entity that has no equity owners, in which case such fact is indicated on Part 2.2 of the Disclosure Schedule). Part 2.2 of the Disclosure Schedule contains a list of all Senior Indebtedness, Equity Equivalents and Junior Equity Equivalents issued by the Company, indicating in each case whether, upon the issuance of the EQ2 Securities to Treasury in accordance herewith, such security will rank Senior to, *pari passu* with, or junior to the EQ2 Securities with respect to the payment of interest, dividends and other distributions and the distribution of assets in the event of any dissolution, liquidation or winding up of the Company.

2.3 Community Development Financial Institution Status.

(a) The Company (i) is a community development financial institution (a "*CDFI*") currently certified by the Community Development Financial Institutions Fund (the "*CDFI Fund*") of the United States Department of the Treasury pursuant to the regulations of the CDFI Fund (the "CDFI *Regulations*") as having satisfied the eligibility requirements of the CDFI Fund's Community Development Financial Institutions Program, and to the Company's knowledge, there are no facts or circumstances that could reasonably be expected to cause the Company to not satisfy such eligibility requirements; (ii) is not a community development financial institution venture capital fund; and (iii) is in material compliance with all agreements with the CDFI Fund and other United States federal government programs to which the Company is a party.

(b) The Company is not a Bank Holding Company, Savings and Loan Holding Company, bank or savings association controlled (within the meaning of the Bank Holding Company Act of 1956 (12 U.S.C. 1841(a) and (c)) and its regulations (12 C.F.R. Sections 225.2(b), (c) and (e)(1)) in the case of Bank Holding Companies and banks; and the Home Owners' Loan Act of 1933 (12 U.S.C. 1467a(a)) and its regulations (12 C.F.R. Sections 583.7, 583.20 and 583.21) in the case of Savings and Loan Holding Companies and savings associations) by a foreign bank or company. As used herein, (A) "*Bank Holding Company*" means a company registered as such with the Board of Governors of the Federal Reserve System (the "*FRB*") pursuant to 12 U.S.C. §1842 and the regulations of the FRB promulgated thereunder; and (B) "*Savings and Loan Holding Company*" means a company registered as such with the Office of the Comptroller of the Currency (the "*OCC*"), as successor to the Office of Thrift Supervision, pursuant to 12 U.S.C. §1467a and the regulations of the OCC promulgated thereunder.

2.4 EQ2 Securities. The EQ2 Securities, when executed and delivered, will be, the legal, valid and binding obligations of the Company, each enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, receivership, conservatorship, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity

("*Bankruptcy Exceptions*"). The EQ2 Securities rank *pari passu* with other Equity Equivalents executed by the Company (except Junior Equity Equivalents, to which they are senior) and are subordinate and junior in right of payment to the Senior Indebtedness to the extent set forth in Article VI hereof.

2.5 Compliance With Identity Verification Requirements. To the extent such regulations are applicable to the Company, the Company is in compliance with the requirements of Section 103.121 of title 31, Code of Federal Regulations.

2.6 Authorization, Enforceability.

(a) The Company has the corporate power and authority to execute and deliver this Agreement and to carry out its obligations hereunder (which includes the issuance of the EQ2 Securities). The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company, and no further approval or authorization is required on the part of the Company. This Agreement is a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to the Bankruptcy Exceptions.

(b) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby and compliance by the Company with the provisions hereof, will not (i) 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 Company or any Consolidated Affiliate under any of the terms, conditions or provisions of (A) its organizational documents or (B) any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Company or any Company Subsidiary is a party or by which it or any Company Subsidiary may be bound, or to which the Company or any Company Subsidiary or any of the properties or assets of the Company or any Company Subsidiary may be subject, or (ii) 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 Company or any Company Subsidiary or any of their respective properties or assets except, in the case of clauses (i)(B) and (ii), for those occurrences that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(c) All filings and approvals as are required to be made or obtained under any state "blue sky" laws and such as have been made or obtained, no notice to, filing with, exemption or review by, or authorization, consent or approval of, any Governmental Entity is required to be made or obtained by the Company in connection with the consummation by the Company of the Purchase except for any such notices, filings, exemptions, reviews, authorizations, consents and approvals the failure of which to make or obtain would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

2.7 No Company Material Adverse Effect. Since the last day of the last completed fiscal period for which financial statements are included in the Company Financial Statements, no fact, circumstance, event, change, occurrence, condition or development has occurred that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect.

2.8 Company Financial Statements. The Company Financial Statements present fairly in all material respects the consolidated financial position of the Company and the Consolidated Affiliates 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 Company and the Consolidated Affiliates.

2.9 Reports.

(a) Since December 31, 2007, the Company and each Company Subsidiary has filed all reports, registrations, documents, filings, statements and submissions, together with any amendments thereto, that it was required to file with any Governmental Entity (the foregoing, collectively, the "*Company 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 Company Material Adverse Effect. As of their respective dates of filing, the Company Reports complied in all material respects with all statutes and applicable rules and regulations of the applicable Governmental Entities.

(b) The records, systems, controls, data and information of the Company and the Company Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of the Company or the Company Subsidiaries or their accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be expected to have a material adverse effect on the system of internal accounting controls described below in this Section 2.9(b). The Company (i) has implemented and maintains adequate disclosure controls and procedures to ensure that material information relating to the Company, including the consolidated Company Subsidiaries, is made known to the chief executive officer and the chief financial officer of the Company by others within those entities, and (ii) has disclosed, based on its most recent evaluation prior to the Signing Date, to the Company's outside auditors and the audit committee of the Board of Directors of the Company (the "*Board of Directors*") (A) any significant deficiencies and material weaknesses in the design or operation of internal controls that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

2.10 No Undisclosed Liabilities. Neither the Company nor any of the Company Subsidiaries has any liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not properly reflected in the Company Financial Statements to the extent

required to be so reflected and, if applicable, reserved against in accordance with GAAP applied on a consistent basis, 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 Company Material Adverse Effect.

2.11 Offering of Securities. Neither the Company nor any person acting on its behalf has taken any action (including any offering of any securities of the Company under circumstances which would require the integration of such offering with the offering of any of the EQ2 Securities under the Securities Act, and the rules and regulations of the Securities and Exchange Commission (the "*SEC*") promulgated thereunder), which might subject the offering, issuance or sale of any of the EQ2 Securities to Treasury pursuant to this Agreement to the registration requirements of the Securities Act.

2.12 Litigation and Other Proceedings. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, there is no (a) pending or, to the knowledge of the Company, threatened, claim, action, suit, investigation or proceeding, against the Company or any Company Subsidiary or to which any of their assets are subject nor is the Company or any Company Subsidiary subject to any order, judgment or decree or (b) unresolved violation, criticism or exception by any Governmental Entity with respect to any report or relating to any examinations or inspections of the Company or any Company Subsidiaries. There is no claim, action, suit, investigation or proceeding pending or, to the Company's knowledge, threatened against any director, officer or employee of the Company that, if determined or resolved in a manner adverse to such director, officer or employee, could result in such director, officer or employee being prohibited from participation in the conduct of the affairs of any financial institution or holding company of any financial institution and, to the Company's knowledge, there are no facts or circumstances could reasonably be expected to provide a basis for any such claim, action, suit, investigation or proceeding.

2.13 Compliance with Laws. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company and the Company Subsidiaries have all permits, licenses, franchises, authorizations, orders and approvals of, and have made all filings, applications and registrations with, Governmental Entities that are required in order to permit them to own or lease their properties and assets and to carry on their business as presently conducted and that are material to the business of the Company or such Company Subsidiary. Except as set forth in Part 2.13 of the Disclosure Schedule, the Company and the Company Subsidiaries have complied in all respects and are not in default or violation of, and none of them is, to the knowledge of the Company, under investigation with respect to or, to the knowledge of the Company, have been threatened to be charged with or given notice of any violation of, any applicable domestic (federal, state or local) or foreign law, statute, ordinance, license, rule, regulation, policy or guideline, order, demand, writ, injunction, decree or judgment of any Governmental Entity, other than such noncompliance, defaults or violations that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Except for statutory or regulatory restrictions of general application, no Governmental Entity has placed any restriction on the business or properties of the Company or any Company Subsidiary that would, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

2.14 Employee Benefit Matters. Except as would not reasonably be expected to have, either individually or in the aggregate, a Company 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 Company 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 Company or any member of its Controlled Group and for which the Company 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; (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 Company or any member of its Controlled Group previously maintained or contributed to in the six years prior to the Signing 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 Signing 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 Signing 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 Company nor any member of its Controlled Group has incurred in the six years prior to the Signing Date, or reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation in the ordinary course and without default) in respect of a Plan (including any Plan that is a "multiemployer plan", within the meaning of Section 4001(c)(3) of ERISA); and (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 Signing Date, and nothing has occurred, whether by action or by failure to act, which could reasonably be expected to cause the loss, revocation or denial of such qualified status or favorable determination letter.

2.15 Taxes and Tax-Exempt Status.

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

(b) (i) The Company (or the Person that is the Company's parent, if the Company is disregarded for United States federal income Tax purposes (the "Company

Parent")), is exempt from federal income Tax under Section 501(a) of the Code by reason of either (A) being an organization described in Section 501(c)(3) of the Code, or (B) being an Indian tribal government entity treated as a state that is not subject to federal income Tax pursuant to Section 7871 of the Code; (ii) the Company (or the Company Parent, if applicable) has received a determination letter (the "Determination Letter") from the Internal Revenue Service recognizing its status as a tax-exempt public charity (i.e., not a private foundation) described in Section 501(c)(3) of the Code, or a revenue ruling or private letter ruling (the "Ruling") from the Internal Revenue Service recognizing its status as a state entity not subject to federal income Tax under Section 7871 of the Code; (iii) such Determination Letter or Ruling (as the case may be) has not been modified, limited, revoked or superseded by the Internal Revenue Service; (iv) the Company's activities (and the activities of the Company Parent, if applicable) are being, and have been at all times, conducted in compliance with such Determination Letter or Ruling (as the case may be), and all letter rulings and information letters issued by the Internal Revenue Service, all written technical advice furnished by the Internal Revenue, and all closing agreements and correspondence with the Internal Revenue Service, in each case relating to the Company (and/or the Company Parent, if applicable); and (v) there has been no change in the facts and circumstances which served as the basis for such Determination Letter or Ruling (as the case may be) of a nature or to a degree as would reasonably be expected to warrant any action by the Internal Revenue Service to modify, limit, revoke or supersede such Determination Letter or Ruling (as the case may be).

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

2.17 Environmental Liability. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect:

(a) 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 Company or any Company Subsidiary, any liability relating to the release of hazardous substances as defined under any local, state or federal environmental statute, regulation or ordinance, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, pending or, to the Company's knowledge, threatened against the Company or any Company Subsidiary;

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

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

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

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

2.20 Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, (i) the Company and each Company Subsidiary owns or otherwise has the right to use, all intellectual property rights, including all trademarks, trade dress, trade names, service marks, domain names, patents, inventions, trade secrets, know-how, works of authorship and copyrights therein, that are used in the conduct of their existing businesses and all rights relating to the plans, design and specifications of any of its branch facilities ("*Proprietary Rights*") free and clear of all liens and any claims of ownership by current or former employees, contractors, designers or others and (ii) neither the Company nor any of the Company Subsidiaries is materially infringing, diluting, misappropriating or violating, nor has the Company or any of the Company Subsidiaries received any written (or, to the knowledge of the Company, 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 Company Material Adverse Effect, to the Company's knowledge, no other person is infringing, diluting, misappropriating or violating, nor has the Company or any or the Company Subsidiaries sent any written communications since December 31, 2007, alleging that any person has infringed, diluted, misappropriated or violated, any of the Proprietary Rights owned by the Company and the Company Subsidiaries.

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

2.22 Disclosure Schedule. The Company has delivered the Disclosure Schedule and, if applicable, the Disclosure Update to Treasury and the information contained in the Disclosure Schedule, as modified by the information contained in the Disclosure Update, if applicable, is true, complete and correct.

2.23 Related Party Transactions. Except as set forth in Part 2.23 of the Disclosure Schedule, to the Company's knowledge, no director or Executive Officer of the Company, or any holder of 5% or more of any class or series of the Company's issued and outstanding securities (if any), or of any their respective spouses or children or any Affiliate of any of the foregoing (each, a "*Related Party*") has any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with any vendor or material customer of the Company or any Company Subsidiary that is not on arms-length terms, or (ii) a material direct or indirect ownership interest in any person or entity with which the Company or any Company Subsidiary has a material business relationship that is not on arms-length terms (not including Publicly-traded entities in which such person owns less than two percent (2%) of the outstanding capital stock).

2.24 Ability to Pay Interest. The Company has all permits, licenses, franchises, authorizations, orders and approvals of, and has made all filings, applications and registrations with, Governmental Entities and third parties that are required in order to permit the Company to pay interest on the EQ2 Securities on the Interest Payment Dates set forth in the EQ2 Securities.

ARTICLE III
COVENANTS

3.1 Affirmative Covenants. The Company hereby covenants and agrees with Treasury that:

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

(b) Certain Notifications Until Closing. From the Signing Date until the Closing, the Company shall promptly notify Treasury of (i) any fact, event or circumstance of which it is aware and which would reasonably be expected to cause any representation or warranty of the Company contained in this Agreement to be untrue or inaccurate in any material respect or to cause any covenant or agreement of the Company contained in this Agreement not to be complied with or satisfied in any material respect and (ii) except as Previously Disclosed, any fact, circumstance, event, change, occurrence, condition or development of which the Company is aware and which, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect; *provided*, *however*, that delivery of any notice pursuant to this Section 3.1(b) shall not limit or affect any rights of or remedies available to Treasury.

(c) Access, Information and Confidentiality.

(i) From the Signing Date until the date on which all of the EQ2 Securities have been redeemed or paid in whole, the Company will permit, and shall cause each of the Company's Subsidiaries to permit, Treasury, the Oversight Officials and their respective agents, consultants, contractors and advisors to (x) examine any books, papers, records, Tax returns (including all schedules attached thereto), data and other information; (y) make copies thereof; and (z) discuss the affairs, finances and accounts of the Company and the Company Subsidiaries with the personnel of the Company and the Company Subsidiaries, all upon reasonable notice; *provided*, that:

(A) any examinations and discussions pursuant to this Section 3.1(c)(i) shall be conducted during normal business hours and in such manner as not to interfere unreasonably with the conduct of the business of the Company;

(B) neither the Company nor any Company Subsidiary shall be required by this Section 3.1(c)(i) to disclose any information to the extent (x) prohibited by applicable law or regulation, or (y) that such disclosure would reasonably be expected to cause a violation of any agreement to which

the Company or any Company Subsidiary is a party or would cause a risk of a loss of privilege to the Company or any Company Subsidiary (*provided* that the Company shall use commercially reasonable efforts to make appropriate substitute disclosure arrangements under circumstances where the restrictions in this clause (B) apply);

(C) the obligations of the Company and the Company Subsidiaries to disclose information pursuant to this Section 3.1(c)(i) to any Oversight Official or any agent, consultant, contractor and advisor thereof, such Oversight Official shall have agreed, with respect to documents obtained under this Section 3.1(c)(i), to follow applicable law and regulation (and the applicable customary policies and procedures) regarding the dissemination of confidential materials, including redacting confidential information from the public version of its reports and soliciting input from the Company as to information that should be afforded confidentiality, as appropriate; and

(D) for avoidance of doubt, such examinations and discussions may, at Treasury's option, be conducted on site at any office of the Company or any Company Subsidiary.

(ii) From the Signing Date until the date on which all of the EQ2 Securities have been paid or redeemed in whole, the Company will deliver, or will cause to be delivered, to Treasury:

(A) as soon as available after the end of each fiscal year of the Company, and in any event within 120 days thereafter, a consolidated balance sheet of the Company as of the end of such fiscal year, and consolidated statements of income, retained earnings and cash flows of the Company for such year, in each case prepared in accordance with GAAP applied on a consistent basis and setting forth in each case in comparative form the figures for the previous fiscal year of the Company and which shall be audited to the extent audited financial statements are available;

(B) as soon as available after the end of the first, second and third quarterly periods in each fiscal year of the Company, and in any event within 45 days thereafter, an unaudited consolidated balance sheet of the Company as of the end of such quarterly period, and consolidated statements of income, retained earnings and cash flows of the Company for such quarterly period, in each case prepared in accordance with GAAP applied on a consistent basis and

including a signed certification of the Chief Executive Officer, the Chief Financial Officer and two directors of the Company that such financial statements (x) have been prepared in conformance with the instructions issued by Treasury and (y) are true and correct to the best of their knowledge and belief;

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

(D) annually on a date specified by Treasury, a completed survey, in a form specified by Treasury, providing, among other things, a description of how the Company has utilized the funds the Company received hereunder in connection with the sale of the EQ2 Securities and the effects of such funds on the operations and status of the Company;

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

(F) notice to Treasury of any occurrence that affects the Company's strategic direction, mission or business operation and, thereby, its status as a certified Community Development Entity or CDFI and/or its compliance with the terms and conditions of its assistance/allocation agreement; *provided* that such notice (i) shall be given to Treasury in the form prescribed by Treasury from time to time, (ii) shall contain the certification(s) of the Company's officer(s) required by such prescribed form, and (iii) shall be given to Treasury contemporaneously with the Company's notice to its Board of Directors regarding such occurrence, but in any event, as soon as reasonably practicable after such occurrence.

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

similar legal process. Treasury understands that the Information may contain commercially sensitive confidential information entitled to an exception from a Freedom of Information Act request.

(iv) Treasury's information rights pursuant to Section 3.1(c)(ii)(A), (B), (C), (E) and (F) and Treasury's right to receive certifications from the Company pursuant to Section 3.1(d) may be assigned by Treasury to a transferee or assignee of the EQ2 Securities with a face value of no less than 2% of the Original Aggregate Principal Amount of the EQ2 Securities.

(v) Nothing in this Section shall be construed to limit the authority that any Oversight Official or any other applicable regulatory authority has under law.

(vi) The Company shall provide to Treasury all such information as Treasury may request from time to time for the purpose of carrying out the study required by Section 4112 of the SBJA.

(vii) If the Company's independent auditors have not completed the audit of the Company's consolidated financial statements for the most recent completed fiscal year of the Company on or before the Closing Date, and the Company satisfies the condition in Section 1.3(h)(ii), then promptly after the Company receives the independent auditors' report on such consolidated financial statements (and, in any event, with five (5) business days after receipt thereof), the Company shall provide a copy of such consolidated financial statements and the independent auditors' report thereon to Treasury.

(d) Quarterly Supplemental Reports and Annual Certifications.

(i) For each quarter ending after the Closing Date, the Company shall deliver to Treasury a certificate in substantially the form attached hereto as Annex G setting forth a complete and accurate statement of loans held by the Company in each of the categories described therein, for the time periods specified therein, including a signed certification of the Chief Executive Officer and the Chief Financial Officer of the Company that such certificate (x) has been prepared in conformance with the instructions issued by Treasury and (y) is true and correct to the best of their knowledge and belief (each, a "*Quarterly Supplemental Report*"). The Company shall submit the quarterly financial statements for the periods covered by each Quarterly Supplemental Report as part of its submission of the Quarterly Supplemental Report.

(ii) Until the date on which all of the EQ2 Securities have been paid or redeemed in whole, within ninety (90) days after the end of each fiscal year of the Company, the Company shall deliver to Treasury a certificate in substantially the form attached hereto as Annex H, signed on behalf of the Company by an Executive Officer.

(iii) Treasury shall have the right from time to time to modify Annex G, by posting an amended and restated version of Annex G on Treasury's web site, to conform Annex G to (A) reflect changes in GAAP or (B) to make clarifications and/or technical corrections as Treasury determines to be reasonably necessary. Notwithstanding anything herein to the contrary, upon posting by Treasury on its web site, Annex G shall be deemed to be amended and restated as so posted, without the need for any further act on the part of any person

or entity. If any such modification includes a change to the caption or number of any line item of Annex G, any reference herein to such line item shall thereafter be a reference to such re-captioned or re-numbered line item.

(e) CDFI Requirements and Tax-Exempt Status. From the Signing Date until the date on which all of the EQ2 Securities have been redeemed in whole, the Company shall (i) maintain its certification by the CDFI Fund as a CDFI; (ii) meet the requirements to be considered a CDFI by the CDFI Fund, as such requirements may be amended from time to time; and (iii) maintain its exemption from federal income Tax under the Code as provided in Section 2.15(b). The Company shall immediately notify the Treasury upon the occurrence of any breach of any of the covenants set forth in this Section 3.1(e).

(f) Registration Rights Under Certain Circumstances. If, prior to the date on which all of the EQ2 Securities have been paid or redeemed in whole, the Company (i) the Company proposes to register any of its equity securities or (ii) becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall, as soon as practicable (and, in the case of clause (i), no later than 15 days after the date that the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall execute an addendum to this Agreement in form and substance satisfactory to Treasury, which Addendum shall contain registration rights provisions that are the same as the registration rights provisions that would have been required of the Company if the Company had been Publicly-traded at the time of its application to SBLF.

(g) Outreach to Minorities, Women and Veterans. The Company shall comply with Section 4103(d)(8) of the SBJA.

(h) Certification Related to Sex Offender Registration and Notification Act. The Company shall obtain from any business to which it makes a loan that is funded in whole or in part using funds from the Purchase Price a written certification that no principal of such business has been convicted of a sex offense against a minor (as such terms are defined in section 111 of the Sex Offender Registration and Notification Act, 42 U.S.C. §16911). The Company shall retain all such certifications in accordance with commercially reasonable recordkeeping practices until the later of the Redemption Date or five (5) years after the date of each such certification.

3.2 Negative Covenants. The Company hereby covenants and agrees with Treasury that:

(a) Certain Transactions.

(i) Without the prior written consent of Treasury, the Company shall not (A) merge or consolidate with, any other party unless the successor, transferee or lessee party (or its ultimate parent entity), as the case may be (if not the Company), expressly assumes the due and punctual performance and observance of each and every covenant, agreement and condition of this Agreement to be performed and observed by the Company or (B) sell, transfer or lease all or substantially all of its property or assets unless the proceeds will be used to redeem all outstanding EQ2 Securities.

(ii) Without the prior written consent of Treasury, prior to the date on which all of the EQ2 Securities have been redeemed in whole, neither the Company nor any Company Subsidiary shall (A) issue any Equity Equivalents which rank senior or in priority to the EQ2 Securities, (B) amend or revise in any way the rights of Holders of the EQ2 Securities, (C) engage in any merger, consolidation, statutory share exchange or similar transaction following the consummation of which such Company Subsidiary is not wholly-owned by the Company or (D) dissolve or sell all or substantially all of its assets or property other than in connection with an internal reorganization or consolidation involving wholly-owned subsidiaries of the Company.

(b) Related Party Transactions. Until such time as Treasury ceases to own any debt or equity securities of the Company, including the EQ2 Securities, the Company and the Company Subsidiaries shall not enter into transactions with Affiliates or related persons (within the meaning of Item 404 under the SEC's Regulation S-K) unless (A) such transactions are on terms no less favorable to the Company and the Company Subsidiaries than could be obtained from an unaffiliated third party, and (B) have been approved by the audit committee of the Board of Directors or comparable body of independent directors of the Company, or if there are no independent directors, the Board of Directors, *provided* that the Board of Directors shall maintain written documentation which supports its determination that the transaction meets the requirements of clause (A) of this Section 3.2(b).

ARTICLE IV
REMEDIES OF THE HOLDERS UPON EVENT OF DEFAULT

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

(a) Bankruptcy, Receivership, Conservatorship or Change in Business.

(i) A court having proper jurisdiction shall enter a decree or order for relief in respect of the Company 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 Company 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 Company 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, conservator, assignee, trustee, custodian, sequestrator or other similar official of the Company 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 or conservator of the Company or a

Company Subsidiary or all or substantially all of its property in any liquidation, insolvency or similar proceeding with respect to the Company or all or substantially all of its property;

(iv) The Company or a Company Subsidiary shall consent to the appointment of a receiver or conservator 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;

(v) The Company is dissolved, ceases normal business operations, changes its mission, ceases to be certified as a CDFI by the CDFI Fund; or

(vi) The Company (or the Company Parent, if applicable) is no longer exempt from federal income Tax under the Code as provided in Section 2.15(b).

4.2 Acceleration and Other Remedies. When any Event of Default has occurred and is continuing, then the EQ2 Securities, including both principal and interest, and all fees, charges and other obligations payable hereunder and under the Transaction Documents, shall immediately become due and payable without presentment, demand, protest or notice of any kind. In addition, the Holders may exercise any and all remedies available to them under the Transaction Documents or applicable law.

4.3 Suits for Enforcement. In case any one or more Events of Default shall have occurred and be continuing, unless such Events of Default shall have been waived in the manner provided in Section 4.5 hereof, the Holders holding more than fifty percent (50%) of the aggregate outstanding principal amount of the EQ2 Securities (the "*Majority Holders*"), subject to the terms of Article VI hereof, may proceed to protect and enforce their rights under this Article IV 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 EQ2 Securities and the Company (including its officers and agents) in connection with a breach or enforcement of this Agreement, the Holders of the EQ2 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.

4.4 Holders May File Proofs of Claim. In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or any obligor other than the Company on the EQ2 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 Company or a Company Subsidiary or such other obligor, or in the case of any other similar judicial proceedings relative to the Company, a Company Subsidiary or other obligor upon the EQ2 Securities, or to the creditors or property of the Company or a Company Subsidiary or such other obligor, any Holder, irrespective of whether the principal of the EQ2 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 4.4, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the EQ2 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 Company, Company Subsidiary or any other obligor on the EQ2 Securities, or to the creditors or property of the Company 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.

4.5 Waiver of Past Defaults. The Holders of not less than a majority in aggregate principal amount of the outstanding EQ2 Securities may on behalf of the Holders of all the EQ2 Securities waive any past default hereunder with respect such EQ2 Securities and its consequences. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

ARTICLE V
ADDITIONAL AGREEMENTS

5.1 Purchase for Investment. Treasury acknowledges that the EQ2 Securities have not been registered under the Securities Act or under any state securities laws. Treasury (a) is acquiring the EQ2 Securities pursuant to an exemption from registration under the Securities Act 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 EQ2 Securities, except in compliance with the registration requirements or exemption provisions of the Securities Act and any applicable U.S. state securities laws, and (c) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of the Purchase and of making an informed investment decision.

5.2 Form of EQ2 Security. The EQ2 Security shall be substantially in the form of Annex E hereto, the terms of which are incorporated in and made a part of this Agreement. The EQ2 Securities shall be issued, and may be transferred, only in denominations having an aggregate principal amount of not less than $1,000 and integral multiples of $1,000 in excess thereof. The EQ2 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.

5.3 Execution of EQ2 Securities. The EQ2 Securities shall be executed in the name and on behalf of the Company 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 Charter or Bylaws or applicable law. Every EQ2 Security shall be dated the date of its execution and delivery

5.4 Computation of Interest.

(a) The amount of interest payable for any Interest Period will be computed as provided in the EQ2 Securities.

(b) Each EQ2 Security delivered under this Agreement upon registration of transfer of or in exchange for or in lieu of any other EQ2 Security shall carry the rights to interest accrued and unpaid, and to accrue, that were carried by such other EQ2 Security.

5.5 Legends.

(a) All certificates or other instruments representing the EQ2 Securities will bear a legend substantially in the form of the legend contained in the form of EQ2 Securities attached as Annex E.

(b) In the event that any EQ2 Securities (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), the Company shall issue new certificates or other instruments representing such EQ2 Securities, which shall not contain the applicable legends contemplated by Section 5.5(a); *provided* that the Holder surrenders to the Company the previously issued certificates or other instruments.

5.6 Transfer of EQ2 Securities.

(a) The Company or its duly appointed agent shall maintain a register (the "*EQ2 Securities Register*") for the EQ2 Securities in which it shall register the issuance and transfer of the EQ2 Securities. All transfers of the EQ2 Securities shall be recorded on the EQ2 Securities Register maintained by the Company or its agent, and the Company shall be entitled to regard the registered Holder of such EQ2 Security as the actual owner of the EQ2 Security so registered until the Company or its agent is required to record a transfer of such EQ2 Security on its EQ2 Securities Register. The Company or its agent shall, subject to applicable securities laws, be required to record any such transfer when it receives the EQ2 Security to be transferred duly and properly endorsed by the registered Holder or by its attorney duly authorized in writing.

(b) The Company shall at any time, upon written request of the Holder of a EQ2 Security and surrender of the EQ2 Security for such purpose, at the expense of the Company, issue new EQ2 Securities in exchange therefor in such denominations of at least $1,000, as shall be specified by the Holder of such EQ2 Security, in an aggregate principal amount equal to the then unpaid principal amount of the EQ2 Securities surrendered and substantially in the form of Annex E, with appropriate insertions and variations, and bearing interest from the date to which interest has been paid on the EQ2 Security surrendered. All EQ2 Securities issued upon any registration of transfer of exchange pursuant to this Section 5.6(b) shall be valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Agreement, as the EQ2 Securities surrendered upon such registration of transfer or exchange.

(c) All EQ2 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 Company 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 EQ2 Securities, but the Company 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 EQ2 Security, the Company and any agent of the Company may deem and treat the person in whose name such EQ2 Security is registered as the absolute owner and Holder of such EQ2 Security for the purpose of receiving payment of principal of and interest on such EQ2 Security and none of the Company or any agents of the Company 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 EQ2 Securities at any time, and the Company shall take all steps as may be reasonably requested by Treasury to facilitate the Transfer of the EQ2 Securities, including without limitation, as set forth in Section 5.9, *provided* that Treasury shall not Transfer any EQ2 Securities if such transfer would require the Company to be subject to the periodic reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "*Exchange Act*") and the Company was not already subject to such requirements. In furtherance of the foregoing, the Company shall provide reasonable cooperation to facilitate any Transfers of the EQ2 Securities, including, as is reasonable under the circumstances, by furnishing such information concerning the Company and its business as a proposed transferee may reasonably request and making management of the Company 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.

5.7 Replacement of EQ2 Securities. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any EQ2 Security, and, in the case of any such loss, theft or destruction, upon delivery of a bond of indemnity reasonably satisfactory to the Company (*provided* that Treasury or any institutional Holder of a EQ2 Security may instead deliver to the Company an indemnity agreement in form and substance reasonably satisfactory to the Company), or, in the case of any such mutilation, upon surrender and cancellation of the EQ2 Security, as the case may be, the Company will issue a new EQ2 Security of like tenor, in lieu of such lost, stolen, destroyed or mutilated EQ2 Security.

5.8 Cancellation. All EQ2 Securities surrendered for the purpose of payment, exchange or registration of transfer, shall be surrendered to the Company and promptly canceled by it, and no EQ2 Securities shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Agreement. The Company shall destroy all canceled EQ2 Securities.

5.9 Rule 144; Rule 144A; 4(1½) Transactions.

(a) At all times after the Signing Date, the Company covenants that (1) it will, upon the request of Treasury or any subsequent Holder, use its reasonable best efforts to (x), to the extent any Holder is relying on Rule 144 under the Securities Act to sell any of the EQ2 Securities, make "current public information" available, as provided in Section (c)(1) of Rule 144 (if the Company is a "Reporting Issuer" within the meaning of Rule 144) or in Section (c)(2) of Rule 144 (if the Company is a "Non-Reporting Issuer" within the meaning of Rule 144), in

either case for such time period as necessary to permit sales pursuant to Rule 144, (y), to the extent any Holder is relying on the so-called "Section 4(1½)" exemption to sell any of its EQ2 Securities, prepare and provide to such Holder such information, including the preparation of private offering memoranda or circulars or financial information, as the Holder may reasonably request to enable the sale of the EQ2 Securities pursuant to such exemption, or (z) to the extent any Holder is relying on Rule 144A under the Securities Act to sell any of its EQ2 Securities, prepare and provide to such Holder the information required pursuant to Rule 144A(d)(4), and (2) it will take such further action as any Holder may reasonably request from time to time to enable such Holder to sell EQ2 Securities without registration under the Securities Act within the limitations of the exemptions provided by (i) the provisions of the Securities Act or any interpretations thereof or related thereto by the SEC, including transactions based on the so-called "Section 4(1½)" and other similar transactions, (ii) Rule 144 or 144A under the Securities Act, as such rules may be amended from time to time, or (iii) any similar rule or regulation hereafter adopted by the SEC; provided that the Company shall not be required to take any action described in this Section 5.9(a) that would cause the Company to become subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act if the Company was not subject to such requirements prior to taking such action. Upon the request of any Holder, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements and, if not, the specifics thereof.

(b) The Company agrees to indemnify Treasury, Treasury's officials, officers, employees, agents, representatives and Affiliates, and each person, if any, that controls Treasury within the meaning of the Securities Act (each, an "*Indemnitee*"), against any and all losses, claims, damages, actions, liabilities, costs and expenses (including reasonable fees, expenses and disbursements of attorneys and other professionals incurred in connection with investigating, defending, settling, compromising or paying any such losses, claims, damages, actions, liabilities, costs and expenses), joint or several, arising out of or based upon any untrue statement or alleged untrue statement of material fact contained in any document or report provided by the Company pursuant to this Section 5.9 or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) If the indemnification provided for in Section 5.9(b) is unavailable to an Indemnitee with respect to any losses, claims, damages, actions, liabilities, costs or expenses referred to therein or is insufficient to hold the Indemnitee harmless as contemplated therein, then the Company, in lieu of indemnifying such Indemnitee, shall contribute to the amount paid or payable by such Indemnitee as a result of such losses, claims, damages, actions, liabilities, costs or expenses in such proportion as is appropriate to reflect the relative fault of the Indemnitee, on the one hand, and the Company, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, actions, liabilities, costs or expenses as well as any other relevant equitable considerations. The relative fault of the Company, on the one hand, and of the Indemnitee, on the other hand, shall be determined by reference to, among other factors, whether the untrue statement of a material fact or omission to state a material fact relates to information supplied by the Company or by the Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; the Company and Treasury agree that it would not be just and equitable if contribution pursuant to this Section 5.9(c) were determined by *pro rata* allocation or

by any other method of allocation that does not take account of the equitable considerations referred to in Section 5.9(b). No Indemnitee guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from the Company if the Company was not guilty of such fraudulent misrepresentation.

5.10 Depository EQ2 Securities. Upon request by Treasury at any time following the Closing Date, the Company shall promptly enter into a depositary arrangement, pursuant to customary agreements reasonably satisfactory to Treasury and with a depositary reasonably acceptable to Treasury, pursuant to which the EQ2 Securities may be deposited.

5.11 Redemption.

(a) Subject to the other provisions of this Section 5.11, the EQ2 Securities at the time outstanding may be redeemed by the Company at its option, in whole or in part without prepayment penalty and subject to Section 5.11(e), at any time and from time to time, out of funds legally available therefor, upon notice given as provided in Section 5.11(d) below, on any Interest Payment Date (the "*Redemption Date*") at a redemption price equal to the sum of (i) 100% of the principal amount thereof being called for redemption (*provided* that, if less than all of the outstanding EQ2 Securities are then being redeemed, such amount shall not be less than 25% of the Original Aggregate Principal Amount of the EQ2Securities) and (ii) any accrued and unpaid interest.

(b) The redemption price for any EQ2 Securities shall be payable on the Redemption Date to the Holder of such EQ2 Securities against surrender thereof to the Company 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 EQ2 Securities will not be subject to any mandatory redemption, sinking fund or other similar provisions. Holders of EQ2 Securities will have no right to require redemption or repurchase of any of the EQ2 Securities.

(d) Notice of Redemption. Notice of redemption of the EQ2 Securities shall be given by first class mail, postage prepaid, addressed to the Holders of record of the EQ2 Securities to be redeemed at their respective last addresses appearing on the EQ2 Securities Register. Such mailing shall be at least 30 days and not more than 60 days before the Redemption Date. Any notice mailed as provided in this subsection shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any Holder of EQ2 Securities designated for redemption shall not affect the validity of the proceedings for the redemption of any other EQ2 Securities. Notwithstanding the foregoing, if EQ2 Securities are issued in book-entry form through The Depository Trust Company or any other similar facility, notice of redemption may be given to the Holders of EQ2 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 EQ2 Securities to be redeemed by such Holder; (3) the redemption price; and (4) the place or places where such EQ2 Securities are to be surrendered for payment of the redemption price.

(e) Partial Redemption. The Company may redeem less than all of the outstanding EQ2 Securities, *provided* that the amount called for redemption at any time is not less than 25% of the amount of the outstanding principal amount of the EQ2 Securities. Subject to the provisions hereof, the Board of Directors or a duly authorized committee thereof shall have full power and authority to prescribe the terms and conditions upon which EQ2 Securities shall be redeemed from time to time. If less than the full aggregate principal amount of any EQ2 Security is redeemed, the Company shall issue a new EQ2 Security in the unredeemed aggregate principal amount thereof without charge to the Holder thereof. EQ2 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 Company, in trust for the *pro rata* benefit of the Holders of the EQ2 Securities called for redemption, with a bank or trust company doing business in the Borough of Manhattan, The City of New York, and having a capital and surplus of at least $500 million and selected by the Board of Directors, so as to be and continue to be available solely therefor, then, notwithstanding that any EQ2 Security so called for redemption has not been surrendered for cancellation, on and after the Redemption Date interest shall cease to accrue on the aggregate principal amount of such EQ2 Securities so called for redemption, the aggregate principal amount of such EQ2 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 EQ2 Securities 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 (3) years from the Redemption Date shall, to the extent permitted by applicable law, be released to the Company, after which time the Holders of such EQ2 Securities so called for redemption shall look only to the Company for payment of the redemption price of such EQ2 Securities.

(g) Status of Redeemed Securities. EQ2 Securities that are redeemed, repurchased or otherwise acquired by the Company shall be cancelled and shall not thereafter be reissued by the Company.

(h) Conversion. Holders of EQ2 Securities shall have no right to exchange or convert any EQ2 Securities into any other securities.

5.12 Provisions for Nonpayment of Interest.

(a) Restrictions For Any Missed Payment. The following restrictions will apply whenever interest payable on the EQ2 Securities has not been paid for any quarterly interest period.

(1) The Chief Executive Officer and Chief Financial Officer of the Company will be required to provide written notice, in a form reasonably satisfactory to Treasury, which is to include the rationale of the Company's board of directors for not paying interest;

(2) No repurchases may be effected and no interest may be paid on other Equity Equivalents except in accordance with Section 5.13; and

(3) No interest may be paid on any Indebtedness that ranks *pari passu* with, or junior to, the EQ2 Securities with respect to the payment of interest.

(b) Obligations of the Board of Directors After Four Missed Payments. Whenever interest on the EQ2 Securities has not been paid for four quarterly interest periods or more, whether or not consecutive, the Board of Directors must certify, in writing, that the Company used best efforts to pay such quarterly interest in a manner consistent with the directors' fiduciary obligations.

(c) Restrictions After Six Missed Payments. Whenever interest on the EQ2 Securities has not been paid for six quarterly interest periods or more, whether or not consecutive, the Company shall be prohibited from incurring any indebtedness senior to the EQ2 Security, unless the proceeds of such indebtedness will be used to pay principal or accrued interest on the EQ2 Security.

5.13 Right to Pay Interest; Restriction on Interest and Repurchases .

(a) Subject to Section 5.13(b), so long as any EQ2 Securities remain outstanding, the Company may repurchase other Equity Equivalents, in each case only if after giving effect to such repurchase, the sum of the Company's net assets plus the Company's liabilities relating to Equity Equivalents (if any) that are reflected on the Company's audited (or, if not yet available, unaudited) balance sheet as of the most recent quarter end following such interest payment or repurchase would be at least ninety percent (90%) of the corresponding amount reflected on the Company's first audited (or, if not then available, unaudited) quarterly balance sheet after the Closing Date, excluding any subsequent net charge-offs (as defined in the Supplemental Reports) and redemptions of the EQ2 Securities since the Closing Date.

(b) If interest is not paid on the EQ2 Securities in respect of any Interest Period, then until all accrued interest on the EQ2 Securities has been paid in full, neither the Company nor any Company Subsidiary shall, redeem, purchase or acquire, or pay any interest on, any Equity Equivalents (other than (i) redemptions, purchases, repurchases or other acquisitions of the EQ2 Securities or (ii) redemptions, purchases or other acquisitions of capital stock or other equity securities of any kind of any Company Subsidiary required pursuant to binding contractual agreements entered into prior to the Signing Date).

5.14 No Preemptive Rights. No EQ2 Securities shall have any rights of preemption whatsoever as to any securities of the Company, or any warrants, rights or options issued or granted with respect thereto, regardless of how such securities, or such warrants, rights or options, may be designated, issued or granted.

5.15 References to Line Items of Supplemental Reports. If Treasury modifies the form of any Supplemental Report, pursuant to its rights under the Agreement, and any such modification includes a change to the caption or number of any line item on the Supplemental Report, then any reference herein to such line item shall thereafter be a reference to such re-captioned or re-numbered line item.

5.16 Record Holders. To the fullest extent permitted by applicable law, the Company and the transfer agent for EQ2 Securities may deem and treat the record holder of any share of EQ2 Securities as the true and lawful owner thereof for all purposes, and neither the Company nor such transfer agent shall be affected by any notice to the contrary.

5.17 Notices. All notices or communications in respect of EQ2 Securities shall be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in this Agreement, in the Charter or Bylaws or by applicable law. Notwithstanding the foregoing, if EQ2 Securities are issued in book-entry form through The Depository Trust Company or any similar facility, such notices may be given to the holders of such EQ2 Securities in any manner permitted by such facility.

5.18 Expenses and Further Assurances.

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

(b) The Company shall, at the Company's sole cost and expense, (i) furnish to Treasury all instruments, documents and other agreements required to be furnished by the Company pursuant to the terms of this Agreement, including, without limitation, any documents required to be delivered pursuant to Section 5.5 above, or which are reasonably requested by Treasury in connection therewith; (ii) execute and deliver to Treasury such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the EQ2 Securities purchased by Treasury, as Treasury may reasonably require; and (iii) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of this Agreement, as Treasury shall reasonably require from time to time.

5.19 Communications to Holders. Any Holder shall have the right, upon five (5) business days prior written notice to the Company or its duly appointed agent to obtain a complete list of Holders. In addition, any Holder shall have the right to request that the Company or its duly appointed agent send a notice on behalf of such Holder to all other Holders at the addresses set forth on the EQ2 Securities Register or, to the extent the Company has entered into a depositary arrangement, by means of any procedures applicable to such depositary arrangement.

5.20 Other Rights. The EQ2 Securities shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Charter or as provided by applicable law.

ARTICLE VI
SUBORDINATION OF THE EQ2 SECURITIES

6.1 Agreement to Subordinate.

(a) The Company covenants and agrees, and each Holder of EQ2 Securities issued hereunder likewise covenants and agrees, that the EQ2 Securities shall be issued subject to the provisions of this Article VI; and each Holder of an EQ2 Security, whether upon original issue or upon transfer or assignment thereof, accepts and agrees to be bound by such provisions.

(b) The payment by the Company of the principal of and interest on all EQ2 Securities issued hereunder shall, to the extent and in the manner hereinafter set forth, be subordinated and subject in right of payment to the prior payment in full of all amounts then due and payable in respect of Senior Indebtedness, whether outstanding at the date of this Agreement or thereafter incurred, and ranks *pari passu* with other Equity Equivalents executed by the Company, except Junior Equity Equivalents, to which it is senior.

(c) No provision of this Article VI shall prevent the occurrence of any Event of Default (or any event which, after notice or the lapse of time or both would become, an Event of Default) with respect to the EQ2 Securities hereunder.

6.2 Default on Senior Indebtedness.

(a) In the event and during the continuation of any default by the Company in the payment of principal, premium, interest or any other payment due on any Senior Indebtedness, no payment shall be made by the Company with respect to the principal or interest on the EQ2 Securities or any other amounts which may be due on the EQ2 Securities pursuant to the terms hereof or thereof.

(b) In the event of the acceleration of the maturity of the Senior Indebtedness, then no payment shall be made by the Company with respect to the principal or interest on the EQ2 Securities or any other amounts which may be due on the EQ2 Securities pursuant to the terms hereof or thereof until the holders of all Senior Indebtedness outstanding at the time of such acceleration shall receive payment, in full, of all amounts due on or in respect of such Senior Indebtedness (including any amounts due upon acceleration).

(c) In the event that, notwithstanding the foregoing, any payment is received by any Holder of an EQ2 Security, when such payment is prohibited by the preceding paragraphs of this Section 6.2, such payment shall be held in trust for the benefit of, and shall be paid over or delivered by the Holder of the EQ2 Securities to the holders of Senior Indebtedness or their respective representatives, or to the trustee or trustees under any indenture pursuant to which any of such Senior Indebtedness may have been issued, as their respective interests may appear, but only to the extent of the amounts in respect of such Senior Indebtedness and to the extent that the holders of the Senior Indebtedness (or their representative or representatives or a trustee) notify the Company in writing within 90 days of such payment of the amounts then due and owing on such Senior Indebtedness, and only the amounts specified in such notice to the Company shall be paid to the holders of such Senior Indebtedness. The Company shall, within ten (10) business days of receipt of such notice, provide Treasury with (i) a copy of such notice delivered to the Company and (ii) a certificate signed on behalf of the Company by an Executive Officer certifying that the information set forth in such notice is true and correct and confirming that the Holder of the EQ2 Securities should pay or deliver the amounts specified in such notice in the manner specified therein.

6.3 Liquidation; Dissolution.

(a) Upon any payment by the Company or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to creditors upon any dissolution, winding-up, liquidation or reorganization of the Company, whether voluntary or involuntary or in insolvency, receivership or other proceedings, the holders of all Senior Indebtedness of the Company will first be entitled to receive payment in full of amounts due on or in respect of such Senior Indebtedness, before any payment is made by the Company on account of the principal of or interest on the EQ2 Securities or any other amounts which may be due on the EQ2 Securities pursuant to the terms hereof or thereof); and upon any such dissolution, winding-up, liquidation or reorganization, any payment by the Company, or distribution of assets of the Company of any kind or character, whether in cash, property or securities, which the Holder of the EQ2 Securities would be entitled to receive from the Company, except for the provisions of this Article VI, shall be paid by the Company or by any receiver, liquidating trustee, agent or other person making such payment or distribution, or by the Holder of the EQ2 Securities under this Agreement if received by them or it, directly to the holders of Senior Indebtedness of the Company (*pro rata* to such holders on the basis of the respective amounts of EQ2 Indebtedness held by such holders, as calculated by the Company) or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing such Senior Indebtedness may have been issued, as their respective interests may appear, to the extent necessary to pay all such amounts of Senior Indebtedness in full, in money or money's worth, after giving effect to any concurrent payment or distribution to or for the holders of such Senior Indebtedness, before any payment or distribution is made to the Holder of the EQ2 Securities.

(b) In the event that, notwithstanding the foregoing, any payment or distribution of assets of the Company of any kind or character prohibited by Section 6.3(a), whether in cash, property or securities, shall be received by any Holder of the EQ2 Securities, before the amounts of all Senior Indebtedness is paid in full, or provision is made for such payment in money in accordance with its terms, such payment or distribution shall be held in trust for the benefit of and shall be paid over or delivered by any Holder of an EQ2 Security, to the holders of such Senior Indebtedness or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing such Senior Indebtedness may have been issued, as their respective interests may appear, as calculated by the Company, for application to the payment of all amounts of Senior Indebtedness remaining unpaid to the extent necessary to pay all amounts due on or in respect of such Senior Indebtedness in full in money in accordance with its terms, after giving effect to any concurrent payment or distribution to or for the benefit of the holders of such Senior Indebtedness. In such event, the Company shall provide Treasury with a certificate signed on behalf of the Company by an Executive Officer confirming that the Holder of the EQ2 Securities should pay or deliver such amounts to the holders of such Senior Indebtedness.

(c) For purposes of this Article VI, the words "*cash, property or securities*" shall not be deemed to include securities of the Company or any other corporation provided for by a plan of reorganization or readjustment, the payment of which is subordinated at least to the extent provided in this Article VI with respect to the EQ2 Securities to the payment of Senior Indebtedness that may at the time be outstanding, *provided* that (i) such Senior Indebtedness is

assumed by the new corporation, if any, resulting from any such reorganization or readjustment, and (ii) the rights of the holders of such Senior Indebtedness are not, without the consent of such holders, altered by such reorganization or readjustment. The consolidation of the Company with, or the merger of the Company into, another person or the liquidation or dissolution of the Company following the sale, conveyance, transfer or lease of its property as an entirety, or substantially as an entirety, to another person upon the terms and conditions provided for in Section 3.2(a), shall not be deemed a dissolution, winding-up, liquidation or reorganization for the purposes of this Section 6.3 if such other person shall, as a part of such consolidation, merger, sale, conveyance, transfer or lease, comply with the conditions stated in Section 3.2(a).

6.4 Merger, Consolidation and Sale of Assets Is Not Liquidation. For purposes of this Article VI, the merger or consolidation of the Company with any other corporation or other entity, including a merger or consolidation in which the holders of EQ2 Securities receive cash, securities or other property for their shares, or the sale, lease or exchange (for cash, securities or other property) of all or substantially all of the assets of the Company, shall not constitute a liquidation, dissolution or winding up of the Company

6.5 Subordination.

(a) Subject to the payment in full of all of Senior Indebtedness, the rights of the Holders of the EQ2 Securities shall be subordinated to the rights of the holders of such Senior Indebtedness to receive payments or distributions of cash, property or securities of the Company, as the case may be, applicable to such Senior Indebtedness until the principal of and interest on the EQ2 Securities shall be paid in full; and, for the purposes of such subordination, no payments or distributions to the holders of such Senior Indebtedness of any cash, property or securities to which the Holders of the EQ2 Securities would be entitled except for the provisions of this Article VI, and no payment pursuant to the provisions of this Article VI to or for the benefit of the holders of such Senior Indebtedness by the Holders of the EQ2 Securities shall, as between the Company, its creditors other than holders of Senior Indebtedness of the Company, and the Holders of the EQ2 Securities, be deemed to be a payment by the Company to or on account of such Senior Indebtedness. It is understood that the provisions of this Article VI are intended solely for the purposes of defining the relative rights of the Holders of the EQ2 Securities, on the one hand, and the holders of such Senior Indebtedness on the other hand.

(b) Nothing contained in this Article VI or elsewhere in this Agreement or in the EQ2 Securities is intended to or shall impair, as between the Company, its creditors other than the holders of Senior Indebtedness of the Company, and the Holders of the EQ2 Securities, the obligation of the Company, which is absolute and unconditional, to pay to the Holders of the EQ2 Securities the principal of and interest on the EQ2 Securities as and when the same shall become due and payable in accordance with their terms, or is intended to or shall affect the relative rights of the Holders of the EQ2 Securities and creditors of the Company, as the case may be, other than the holders of Senior Indebtedness of the Company, as the case may be, nor shall anything herein or therein prevent the Holder of any EQ2 Securities from exercising all remedies otherwise permitted by applicable law upon default under this Agreement, subject to the rights, if any, under this Article VI of the holders of such Senior Indebtedness in respect of cash, property or securities of the Company, as the case may be, received upon the exercise of any such remedy.

6.6 Notice by the Company.

(a) The Company shall give prompt written notice to the Holders of the EQ2 Securities of any fact known to the Company that would prohibit the making of any payment of monies in respect of the EQ2 Securities pursuant to the provisions of this Article VI.

(b) Upon any payment or distribution of assets of the Company referred to in this Article VI, the Holders of the EQ2 Securities shall be entitled to conclusively rely upon any order or decree entered by any court of competent jurisdiction in which such insolvency, bankruptcy, receivership, liquidation, reorganization, dissolution, winding-up or similar case or proceeding is pending, or a certificate of the trustee in bankruptcy, liquidating trustee, custodian, receiver, assignee for the benefit of creditors, agent or other person making such payment or distribution, delivered to the Holders of the EQ2 Securities, for the purpose of ascertaining the persons entitled to participate in such payment or distribution, the holders of Senior Indebtedness and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article VI.

6.7 Subordination May Not Be Impaired.

(a) No right of any present or future holder of any Senior Indebtedness of the Company to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Company, as the case may be, or by any act or failure to act, in good faith, by any such holder, or by any noncompliance by the Company, as the case may be, with the terms, provisions and covenants of this Agreement, regardless of any knowledge thereof that any such holder may have or otherwise be charged with.

(b) Without in any way limiting the generality of the foregoing paragraph, the holders of Senior Indebtedness of the Company may, at any time and from time to time, without the consent of or notice to the Holders of the EQ2 Securities, without incurring responsibility to the Holders of the EQ2 Securities and without impairing or releasing the subordination provided in this Article VI or the obligations hereunder of the Holders of the EQ2 Securities to the holders of such Senior Indebtedness, do any one or more of the following: (i) change the manner, place or terms of payment or extend the time of payment of, or renew or alter, such Senior Indebtedness, or otherwise amend or supplement in any manner such Senior Indebtedness or any instrument evidencing the same or any agreement under which such Senior Indebtedness is outstanding; (ii) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing such Senior Indebtedness; (iii) release any person liable in any manner for the collection of such Senior Indebtedness; and (iv) exercise or refrain from exercising any rights against the Company, as the case may be, and any other person.

ARTICLE VII
MISCELLANEOUS

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

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

(i) by either Treasury or the Company if the Closing shall not have occurred on or before the 30th calendar day following the date on which Treasury issued its preliminary approval of the Company's application to participate in SBLF (the "*Closing Deadline*"); *provided, however*, that in the event the Closing has not occurred by the Closing Deadline, the parties will consult in good faith to determine whether to extend the term of this Agreement, it being understood that the parties shall be required to consult only until the fifth calendar day after the Closing Deadline and not be under any obligation to extend the term of this Agreement thereafter; *provided, further*, that the right to terminate this Agreement under this Section 7.1(a)(i) shall not be available to any party whose breach of any representation or warranty or failure to perform any obligation under this Agreement shall have caused or resulted in the failure of the Closing to occur on or prior to such date; or

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

(iii) by the mutual written consent of Treasury and the Company; or

(b) the date on which all of the EQ2 Securities have been redeemed or paid in whole; or

(c) the date on which Treasury has transferred all of the EQ2 Securities to third parties which are not Affiliates of Treasury.

(d) In the event of termination of this Agreement as provided in this Section 7.1, this Agreement shall forthwith become void and there shall be no liability on the part of either party hereto except that nothing herein shall relieve either party from liability for any breach of this Agreement.

7.2 Survival.

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

(b) The covenants set forth in Article III and the agreements set forth in Articles IV and V shall, to the extent such covenants do not explicitly terminate at such time as Treasury no longer owns any EQ2 Securities, survive the termination of this Agreement pursuant to Section 7.1(c) without limitation until the date on which all of the EQ2 Securities have been redeemed in whole.

(c) The rights and remedies of Treasury with respect to the representations, warranties, covenants and obligations of the Company herein shall not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time by Treasury or any of its personnel or agents with respect to the accuracy or inaccuracy of, or compliance with, any such representation, warranty, covenant or obligation.

7.3 Amendment. Except as otherwise provided herein, no amendment, modification, termination or waiver of any provision of this Agreement, the EQ2 Securities or any of the other Transaction Documents, or consent to any departure by the Company therefrom, shall be effective unless made in writing and signed by an officer or a duly authorized representative of the Company, and in the case of the EQ2 Securities, the Majority Holders; *provided* that for so long as the EQ2 Securities are outstanding, Treasury may at any time and from time to time unilaterally amend Section 3.1(e) to the extent Treasury deems necessary, in its sole discretion, to comply with, or conform to, any changes after the Signing Date in any federal statutes, any rules and regulations promulgated thereunder and any other publications or interpretative releases of the CDFI Fund governing CDFIs, including, without limitation, any changes in the criteria for certification of an entity as a CDFI by the CDFI Fund. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative of any rights or remedies provided by law.

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

7.5 Governing Law; Submission to Jurisdiction, etc. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties shall be enforced, governed, and construed in all respects (whether in contract or in tort) in accordance with the federal law of the United States if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each of the parties hereto agrees (a) to submit to the exclusive jurisdiction and venue of the United States District Court for the District of Columbia and the United States Court of Federal Claims for any and all civil actions, suits or proceedings arising out of or relating to this Agreement or the Purchase contemplated hereby and (b) that notice may be served upon (i) the Company at the address and in the manner set forth for notices to the Company in Section 7.7 and (ii) Treasury at the address and in the manner set forth for notices to the Company in Section 7.7, but otherwise in accordance with federal law. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY CIVIL LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE PURCHASE CONTEMPLATED HEREBY.

7.6 No Relationship to TARP . The parties acknowledge and agree that (i) the SBLF program is separate and distinct from the Troubled Asset Relief Program established by the Emergency Economic Stabilization Act of 2008; and (ii) the Company shall not, by virtue of the investment contemplated hereby, be considered a recipient under the Troubled Asset Relief Program.

7.7 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by facsimile, upon confirmation of receipt, or (b) on the second business day following the date of dispatch if delivered by a recognized next day courier service. All notices to the Company shall be delivered as set forth on the cover page of this Agreement, or pursuant to such other instruction as may be designated in writing by the Company to Treasury. All notices to Treasury shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by Treasury to the Company.

If to Treasury:

The Secretary of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220
Attention: Small Business Lending Fund, Office of Domestic Finance

E-mail: SBLFComplSubmissions@treasury.gov

7.8 Assignment. Neither this Agreement nor any right, remedy, obligation nor liability arising hereunder or by reason hereof shall be assignable by any party hereto without the prior written consent of the other party, and any attempt to assign any right, remedy, obligation or liability hereunder without such consent shall be void, except (a) an assignment, in the case of a merger, consolidation, statutory share exchange or similar transaction that requires the approval of the Board of Directors (a "*Business Combination*") where such party is not the surviving entity, or a sale of substantially all of its assets, to the entity which is the survivor of such Business Combination or the purchaser in such sale, (b) an assignment of certain rights as provided in Sections 3.1(c) or (c) an assignment by Treasury of this Agreement to an Affiliate of Treasury; *provided* that if Treasury assigns this Agreement to an Affiliate, Treasury shall be relieved of its obligations under this Agreement but (i) all rights, remedies and obligations of Treasury hereunder shall continue and be enforceable by such Affiliate, (ii) the Company's obligations and liabilities hereunder shall continue to be outstanding and (iii) all references to Treasury herein shall be deemed to be references to such Affiliate.

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

7.10 No Third Party Beneficiaries. Other than as expressly provided herein, nothing contained in this Agreement, expressed or implied, is intended to confer upon any person or entity other than the Company and Treasury (and any Indemnitee) any benefit, right or remedies.

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

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

ANNEX D
DISCLOSURE SCHEDULE

Part 2.2 Capitalization

If the Company is a non-stock corporation or other entity with no equity owners, please so indicate by checking the box: ☐

List all Senior Indebtedness below. If none, check the box: ☐

List all Equity Equivalents issued by the Company below. If none, check the box: ☐

Equity Equivalent:	Indicate if Equity Equivalent is senior to, *pari passu* with, or junior to the EQ2 Securities:

Part 2.13 Compliance With Laws

List any exceptions to the representation and warranty in the second sentence of Section 2.13 of the General Terms and Conditions. If none, please so indicate by checking the box: ☐.

Part 2.23 Related Party Transactions

List any exceptions to the representation and warranty in Section 2.23 of the General Terms and Conditions. If none, please so indicate by checking the box: ☐.

ANNEX E
FORM OF EQ2 SECURITY

[SEE ATTACHED]

ANNEX F
FORM OF OFFICER'S CERTIFICATE

OFFICER'S CERTIFICATE

OF

[COMPANY]

In connection with that certain Securities Purchase Agreement, dated **[_____]**, 2011 (the "*Agreement*") by and between **[**COMPANY**]** (the "*Company*") and the Secretary of the Treasury, the undersigned does hereby certify as follows:

1. I am a duly elected/appointed **[_____]** of the Company.

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

The foregoing certifications are made and delivered as of **[_____]** pursuant to Section 1.3 of Annex C of the Agreement.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Officer's Certificate has been duly executed and delivered as of the **[__]** day of **[_____]**, 2011.

[COMPANY]

By:_____
Name:
Title:

ANNEX G
FORM OF SUPPLEMENTAL REPORTS

[SEE ATTACHED FORM OF INITIAL SUPPLEMENTAL REPORT]

(CDLF)

[SEE ATTACHED FORM OF QUARTERLY SUPPLEMENTAL REPORT]

ANNEX H
FORM OF ANNUAL CERTIFICATION

ANNUAL CERTIFICATION

OF

[**COMPANY**]

In connection with that certain Securities Purchase Agreement, dated **[_____]**, 2011 (the "*Agreement*") by and between **[**COMPANY**]** (the "*Company*") and the Secretary of the Treasury ("*Treasury*"), the undersigned does hereby certify as follows:

1. I am a duly elected/appointed **[_____]** of the Company.

2. For each loan originated by the Company or any of its Affiliates that was funded in whole or in part using funds from the Purchase Price, the Company has obtained from the business to which it made such loan a written certification that no principal of such business has been convicted of a sex offense against a minor (as such terms are defined in section 111 of the Sex Offender Registration and Notification Act, 42 U.S.C. §16911). The Company shall retain all such certifications in accordance with commercially reasonable recordkeeping practices until the later of (a) the date on which the EQ2 Securities are paid or redeemed in whole or (b) five (5) years after the date of each such certification.

3. To the extent such regulations are applicable to the Company, he Company is in compliance with the requirements of Section 103.121 of title 31, Code of Federal Regulations.

The foregoing certifications are made and delivered as of **[_____]** pursuant to Section 3.1(d)(iii) of Annex C of the Agreement.

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

[SIGNATURE PAGE FOLLOWS]

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

[COMPANY]

By:_____
Name:
Title:

ANNEX I
FORM OF OPINION

(a) The Company has been duly formed and is validly existing as a [TYPE OF ORGANIZATION] and is in good standing under the laws of the jurisdiction of its organization. The Company has all necessary power and authority to own, operate and lease its properties and to carry on its business as it is being conducted.

(b) The Company has been duly qualified as a foreign entity for the transaction of business and is in good standing under the laws of [_____], [_____] and [_____].

(c) The EQ2 Securities have been duly and validly authorized, and, when executed and delivered pursuant to the Agreement, the EQ2 Securities will be duly and validly issued, will not be issued in violation of any preemptive rights, and will rank *pari passu* with or senior to all other Equity Equivalents whether or not issued or outstanding, with respect to the payment of interest (except to the extent the payment of such interest is permitted by Section 5.13 of the Securities Purchase Agreement) and the distribution of assets in the event of any dissolution, liquidation or winding up of the Company.

(d) The Company (A) is a community development financial institution (a "CDFI") currently certified by the Community Development Financial Institution Fund (the "CDFI Fund") of the United States Department of the Treasury pursuant to the CDFI Regulations and (B) satisfies all of the eligibility requirements of the CDFI Fund's Community Development Financial Institutions Program for a CDFI.

(e) The Company has the corporate power and authority to execute and deliver the Agreement and to carry out its obligations thereunder (which includes the issuance of the EQ2 Securities).

(f) The execution, delivery and performance by the Company of the Agreement and the consummation of the transactions contemplated thereby have been duly authorized by all necessary corporate action on the part of the Company, and no further approval or authorization is required on the part of the Company, including, without limitation, by any rule or requirement of any national stock exchange.

(g) The Agreement is a valid and binding obligation of the Company enforceable against the Company 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.

(h) The execution and delivery by the Company of this Agreement and the performance by the Company of its obligations thereunder (i) do not require any approval by any Governmental Entity to be obtained on the part of the Company, except those that have been obtained, (ii) do not violate or conflict with any provision of the Charter, (iii) do not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which,

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

(i) Such filings and approvals as are required to be made or obtained under any state "blue sky" laws and such consents and approvals that have been made or obtained, no notice to, filing with, exemption or review by, or authorization, consent or approval of, any Governmental Entity is required to be made or obtained by the Company in connection with the consummation by the Company of the Purchase.