

(ECIP Banks/Thrifts/BHCs/SLHCs
Senior Preferred Stock)

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

Dear Ladies and Gentlemen:

The company set forth on the signature page hereto (the “*Recipient*”) intends to issue in a private placement the number of shares of a series of its preferred stock set forth on Schedule A hereto (the “*Preferred Shares*”) and the United States Department of the Treasury (the “*Investor*”) intends to purchase from the Recipient the Preferred Shares, pursuant to the Emergency Capital Investment Program.

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 Except to the extent supplemented or superseded by the terms set forth herein or in the Schedules hereto, the provisions contained in the Securities Purchase Agreement – Standard Terms attached hereto as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

Each of the Recipient and the Investor hereby confirms its agreement with the other party with respect to the issuance by the Recipient of the Preferred Shares and the purchase by the Investor of the Preferred Shares pursuant to this letter agreement and the Securities Purchase Agreement on the terms specified on Schedule A hereto.

This letter agreement (including the Schedules hereto), the Securities Purchase Agreement (including the Annexes thereto) and the Disclosure Schedules (as defined in the Securities Purchase Agreement) constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof. This letter agreement constitutes the “Letter Agreement” referred to in the Securities Purchase Agreement.

This letter agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. In addition, this letter agreement may be executed by electronic signature in accordance with the E-SIGN Act of 2000. Executed signature pages to this letter agreement may be delivered by facsimile or electronic mail (including pdf) and such facsimiles or electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

* * *

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

UNITED STATES DEPARTMENT OF THE
TREASURY

By: _____
Name:
Title:

RECIPIENT: _____

By: _____
Name:
Title:

Date: _____

EXHIBIT A

SECURITIES PURCHASE AGREEMENT

ADDITIONAL TERMS AND CONDITIONS

Recipient Information:

Name of the Recipient:

Corporate or other organizational form of Recipient:

Jurisdiction of Organization of Recipient:

Appropriate Federal Banking Agency of Recipient:

Notice Information:

Terms of the Purchase:

Series of Preferred Stock Purchased:

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

Maximum Aggregate Liquidation Preference: Not to exceed [7.5 percent][15 percent]
[22.5 percent] of the Recipient's Total Assets.²

Number of Shares of Preferred Stock Purchased:

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

² The general investment limit per Recipient is \$250,000,000. In addition, the following limitations apply to the aggregate liquidation amount of Preferred Shares a Recipient may issue, based on a Recipient's Total Assets (defined below):

- **Recipients with more than \$2 billion in Total Assets:** the Preferred Shares issued may not exceed 7.5% of Total Assets;
- **Recipients with \$2 billion or less and \$500 million or more in Total Assets:** the Preferred Shares issued may not exceed 15% of Total Assets; and
- **Recipients with less than \$500 million in Total Assets:** the Preferred Shares issued may not exceed 22.5% of Total Assets.

“Total assets” means (i) for Recipients that file reporting Form FR Y-9C, the total consolidated assets as reported in Schedule HC of the FR Y-9C, (ii) for Recipients that file a Consolidated Report of Condition and Income (“Call Report”), the total assets as reported on Schedule RC of the Call Report, and (iii) for Recipients that file on reporting Form FR Y-9SP or FR Y-9LP but not FR Y-9C the higher of the (1) total assets reported in Schedule SC of the FR Y-9SP or Schedule PC of the FR Y-9LP, as applicable and (2) total assets reported in the Call Report of such Recipient's primary insured depository institution subsidiary.

Dividend Payment Dates on the Preferred Stock: Payable quarterly in arrears on March 15, June 15, September 15 and December 15 of each year.

Purchase Price:

Closing (by electronic exchange of documents):³

Time of Closing:

Date of Closing:

Wire Information for Closing:

ABA Number:

Bank:

Account Name:

Account Number:

Beneficiary:

Contact for Confirmation of Wire Information:⁴

Address for Delivery of Preferred Shares:

[Address]

[Address]

[Address]

Attention: [•]

Email tracking number for such mailing to: [•]

³ As described in the Securities Purchase Agreement, each closing will take place electronically. Fully executed documents will be exchanged electronically prior to the closing, and, promptly following the closing, the Recipient will send the original, physical stock certificate(s) to the Investor in accordance with the Securities Purchase Agreement.

⁴ Include the name, title and contact information (telephone number and email address). The contact must be a person different from the officer executing the Letter Agreement.

CAPITALIZATION

Capitalization Date:

Common Stock

Par value:

Total Authorized:

Outstanding:

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

Reserved for benefit plans and other issuances:

Remaining authorized but unissued:

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

Preferred Stock

Par value:

Total Authorized:

Outstanding (by series):

Reserved for issuance:

Remaining authorized but unissued:

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

Primary Address

Potential Sales

Describe any commitments to authorize, issue or sell any class of capital stock:

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

If the Recipient is a Bank Holding Company or a Savings and Loan Holding Company:

A list of each IDI Subsidiary noting the percentage of each IDI Subsidiary's issued and outstanding capital stock that is owned by the Recipient:

SCHEDULE C

MATERIAL ADVERSE EFFECT

List any exceptions to the representation and warranty in Section 3.1(g) of the Securities Purchase Agreement – Standard Terms.

If none, please so indicate by checking the box:

SCHEDULE D

LITIGATION

List any exceptions to the representation and warranty in Section 3.1(l) of the Securities Purchase Agreement – Standard Terms.

If none, please so indicate by checking the box:

SCHEDULE E

COMPLIANCE WITH LAWS

List any exceptions to the representation and warranty in the second sentence of Section 3.1(m) of the Securities Purchase Agreement – Standard Terms.

If none, please so indicate by checking the box:

List any exceptions to the representation and warranty in the last sentence of Section 3.1(m) of the Securities Purchase Agreement – Standard Terms.

If none, please so indicate by checking the box:

SCHEDULE F

REGULATORY AGREEMENTS

List any exceptions to the representation and warranty in Section 3.1(s) of the Securities Purchase Agreement – Standard Terms.

If none, please so indicate by checking the box:

SCHEDULE G

RELATED PARTY TRANSACTIONS

List any exceptions to the representation and warranty in Section 3.1(x) of the Securities Purchase Agreement – Standard Terms.

If none, please so indicate by checking the box: